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IN THE MATTER OF The Public Inquiries Act, being Chapter 258 of The Revised Statutes of Alberta, 1955, and Amendments thereto; and,

IN THE MATTER OF an Inquiry by a Royal Commission into the matters set out in Order-in-Council 861/67 respecting the use or attempted use by the Honourable Alfred J. Hooke of his office as a member of the Executive Council of Alberta, and the use or attempted use by Edgar W. Hinman of his office as a member of the Executive Council of Alberta.

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**PROCEEDINGS BEFORE  
THE HONOURABLE MR. JUSTICE  
W. J. C. KIRBY**

---

C. W. CLEMENT, Esq., Q.C.,	Commission Counsel
S. A. FRIEDMAN, Esq., Q.C.,	Departments of Government
S. H. McCUAIG, Esq., Q.C.	E. W. Hinman, Esq.
L. MAYNARD, Esq., Q.C.,	The Honourable Alfred J. Hooke
W. B. GILL, Esq., Q.C.,	G. A. Turcott, Esq. Mr. Neil Reimer
G. A. C. STEER, Esq., Q.C.	Dr. C. A. Allard
D. H. BOWEN, Esq., Q.C.	Liberal Association of Alberta
N. S. CRAWFORD, Esq., and J. D. HILL, Esq.	Progressive Conservative Party of Alberta
G. S. D. Wright, Esq.	Alberta New Democratic Party

W. ALAN SHORT, ESQ.,  
Clerk to the Commission.

VOLUME No. .... 10

DATE September 26, 1967  
(Pages 970 - 1079)

*Supreme Court Reporters*  
EDMONTON, ALBERTA



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EXHIBITSVOLUME 10

IN THE MATTER OF being Chapter 258 of The  
Strathcona Council Minutes and Amendments thereto; and,

September 26th, 1967

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Exhibit No. 10



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1-P-1

E.E. Wilson - Wright Ex.

PROCEEDINGS before the Honourable  
 Mr. Justice W.J.C. Kirby, this  
 26th day of September, A.D. 1967, at  
 9:00 o'clock in the morning, at the  
 Court House, in the City of Edmonton,  
 Province of Alberta.

MR. CLEMENT:

Mr. Commissioner, Mr. Friedman

left two files, I think, for the benefit of counsel to see whether there is anything in them that they might wish to question Mr. Wilson on. Mr. Wilson is here and if there are any questions I will have him recalled to the box.

MR. WRIGHT:

Yes, I was only aware of one file

Mr. Clement, are there two?

MR. CLEMENT:

I think they are both here. Those are not Exhibits. You will recall Mr. Commissioner those files were left for the convenience of counsel to examine, they haven't been made Exhibits but the document is referred to.

THE COMMISSIONER:

Yes. Do you have any questions you want to direct to Mr. Wilson arising out of those files Mr. Gill?

MR. GILL:

Not at this time, sir.

THE COMMISSIONER:

Mr. Bowen?

MR. BOWEN:

No sir.

THE COMMISSIONER:

Mr. Crawford?

MR. CRAWFORD:

No sir.

THE COMMISSIONER:

Mr. Wright?

MR. WRIGHT:

Yes sir.

THE COMMISSIONER:

We will have Mr. Wilson called.



1-P -2

E.E. Wilson - Wright Ex.

MR. CLEMENT: Mr. Wilson.

EDWIN EUSTON WILSON, recalled, examined by Mr. Wright:

Q Mr. Wilson, in your examination of the Sherwood Park transaction, concerning the homes for the aged, was there anything that you noticed about it which appeared out of the ordinary?

A Yes, the fact that the transfer was made out to the Minister of Public Works from Sherwood Properties was very much out of the ordinary.

Q Yes. Apart from that?

A No.

Q Turning to the Rocky Mountain House lease Mr. Wilson, do you have your original file there?

A Oh no I haven't, the main office file is a rather thick dossier.

Q And is it all about the Rocky Mountain House Treasury Branch?

A Yes, but mostly caretaking.

Q Yes I see?

A Mostly caretaking.

Q I see. So you can't tell me whether items 4 and 9 are wholly in the same handwriting? Do you have a copy of it there?

A Yes.

Q Yes, well, you can refer to that.

A No, I am sorry Mr. Wright.

Q Do you have there the original documents done up in this



1-P-3

E.E. Wilson - Wright Ex.

Q (cont.) bundle which has been tabled?

A I have only the original of the Sherwood Park Homes for the Aged file.

Q Yes, well I am talking about the Rocky Mountain House file?

A Not with me, no.

Q And items 4 and 9 are both letters purporting to be from Mrs. Hooke to Mr. Stacey, you realize that?

A Yes.

Q Yes. Now, looking at item 10 in your bundle there?

A I don't have a copy.

Q Isn't that a duplicate there?

A No.

Q All right. Look at item 10 there, it is an assignment to the Provincial Treasurer of the rents being paid Mrs. Hooke.

Why was that assignment necessary?

A I don't know but it is a fairly common practice, most of our leases are assigned to banks.

Q To banks, yes, and it's usually because the lessor owes the bank some money?

A Invariably so.

Q Yes, and if you look at items 23 and 24 which occurred in 1942 you will see that the lease was determined by a notice, item 23?

A M-hm.

Q The lease was to end on the 31st of March, 1942?

A Yes.



1-P-4

E.E. Wilson - Wright Ex.

Q And then following that is a letter in which the writer says, my Minister says to keep open a month, that would be the 28th of May, 1942, what Minister was that by the way?

A I honestly don't know. I could find out for you but I don't know.

Q It wasn't Mr. Hooke, of course?

A I don't know, I couldn't tell you.

Q And on the 9th of --

A Pardon me, it couldn't have been Mr. Hooke because Mr. Hooke didn't become Minister until 1943.

Q Yes, and on the 9th of July 1942 there is another memorandum, item 25 that says a decision on cancelling the lease was being withheld, right?

A Yes.

Q Why was the lease being cancelled, can you tell?

A I haven't the foggiest idea.

Q Why was it not cancelled in fact after they had given notice?

A From reading the file, I recall, I think it was the Treasury Branch said they wanted a longer trial, a longer period of time to know whether the Treasury Branch was required. Just going from memory, I have read through the file and it seems to me there was a letter there saying they required a longer period of time to ascertain whether the --

Q Yes, which letter was that?

A I think you have just quoted it now, didn't you?

Q 25?

A No, I think it is earlier on than that. This was rather an



1-P-5

E.E. Wilson - Wright Ex.

A (cont.) odd file and when I perused it, it was out of date sequence. It has now been put into date sequence and it was in the early part of the file.

Q Could you find any explanation why it was decided not to cancel the lease? If you refer to item 25 it simply says the decision to be withheld pending further investigation?

A I have an index in front here, do you mind if I check?

Q Yes?

A I can't from the index trace it, however I know in some of the correspondence there was something said about we feel a longer period of time is required to determine whether the Treasury Branch is performing a service.

Q At any rate, in 1942 a decision was made not to cancel the lease from Mrs. Hooke to the Government but the last letter you have on file regarding that is number 25 which simply says the decision is being withheld and then there is a gap in your papers Mr. Wilson or at least the papers you have been unable to find, until the 24th of November 1944 so that there is no memoranda covering the circumstances of the renewal of that lease?

A This is correct and I can have the main file brought down here and you will find nothing in the file.

Q There is no papers --

A There is no papers to show.

Q -- showing in fact why the decision was actually made to renew the lease?



1-P-6

E.E. Wilson - Wright Ex.

A No. All the pertinent documents in the file are here. I can have the file down here in fifteen minutes time and, there is nothing on file.

Q And there is no one still around that was personally dealing with the matter at that time apart from Mr. Hooke?

A Well, the only signature I see connected with the Department in recent years is Mr. Stacey's who you will notice was supervisor of buildings and whose signature is on some of these documents. There is one document toward the end where Mr. Arnold took over as supervisor of buildings.

Q Yes, I notice Mr. Arnold's. Mr. Stacey is still around is he?

A Not to my knowledge.

Q So, that is what I was asking?

A Oh, Mr. Stacey, I don't know whether he is alive or dead or what.

Q I see, fine. And going to the 24th of November, 1944 there is a letter with a copy of a memorandum from the manager of the Treasury Branch at Rocky Mountain House complaining about the condition of the premises, apparently, where is that memo? Is it missing too? That is item 26?

A The question re decoration of the building. Well, this memo would be -- memo to superintendent of premises requesting redecoration of premises. This is the memo itself, I mean, this could be verbal.

Q No, look at number 26, it says a copy of a memorandum from

I. When the title of Mr. M. Wadsworth was published in 1888, it was  
not until about two years later that the author's name was  
published on the title page of the book.

2. The author's name was first published in 1888, and the title page of the book was  
published in 1890. A

3. The author's name was first published in 1888, and the title page of the book was  
published in 1890. A  
Well, the only difference I can see is that the author's name  
was first published in 1888, and the title page of the book was  
published in 1890. A

4. The author's name was first published in 1888, and the title page of the book was  
published in 1890. A

5. The author's name was first published in 1888, and the title page of the book was  
published in 1890. A

6. The author's name was first published in 1888, and the title page of the book was  
published in 1890. A

7. The author's name was first published in 1888, and the title page of the book was  
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published in 1890. A

1-P-7

E.E. Wilson - Wright Ex.

Q (cont.) the manager of the Rocky Mountain House Treasury Branch is attached, where is the memorandum?

A This could possibly be on the main file too. I told them to cut out all the maintenance correspondence, we wanted pertinent documents. This being a maintenance item it could still be on the main file.

Q Yes. Well, we can look at that file if we wish, can't we?

A Definitely, I can have it down here within fifteen minutes.

Q Thank you. And item 31, a memorandum or letter saying please find correspondence from Mr. Hooke. Is that correspondence on file?

A Not to my knowledge.

Q And in 1946, a move was made to another building owned by Mr. Hooke or was it Mrs. Hooke in item 33, it refers to a building owned by Mr. Hooke?

A There is only one building to my knowledge.

Q Can you check item 33 please?

A Yes.

MR. CLEMENT: Mr. Commissioner, I think perhaps I should draw to your attention that the Commission under which we are holding this Inquiry relates to a charge as to whether or not the Honourable Alfred J. Hooke used or attempted to use his offices as a member of the Executive Council for Alberta for personal gain and so on. Insofar as my recollection goes, Mr. Hooke was not a member of the Executive Council in the years that are now being raised,



1-P-8

E. Wilson - Wright Ex.

MR. CLEMENT: (cont.) 1942 and '43 and '44.

MR. MAYNARD: '42 he was not, '43 he was.

MR. WRIGHT: We are talking about 1946 and the witness has said that Mr. Hooke became Minister in 1943, My Lord.

THE COMMISSIONER: Well, during the year 1946 I think is relevant, you can go ahead.

A You asked me to refer to items --

Q MR. WRIGHT: 33, yes. Mr. Olive was who?

A Acting superintendent of Treasury Branches.

Q And he was evidently requested by Mr. Hooke to go to Rocky Mountain House for the purpose of locating new premises, is that correct?

A If I may read this I will tell you if it covers that.

Q Yes?

A I would read that they are requesting of Mr. Hooke who was then I believe Minister of Public Works, whether or not they can cancel out the lease with Mr. Lewis who I believe purchased the property from Mrs. Hooke that they were in and asked whether he would be agreeable to leasing the premises from a Mr. Agar at \$35.00 per month.

Q Well my question was, Mr. Olive had gone to Rocky Mountain House at the request of Mr. Hooke?

A Yes, this is correct.

Q To find new premises?

A This is correct.



1-B-1

E. E. Wilson - Wright Ex.

Q And he recommended a move to another building owned by Mr. Hooke, is that not the case?

A Not the way I read it, it says Mr. Agar, leases from Mr. Agar.

MR. MAYNARD: Mr. Commissioner, we are in the dark here as to what the document says. Possibly the witness could read it out and then we would be informed.

THE COMMISSIONER: Read out the document, Mr. Wilson.

A Yes.

"A rough diagram ..."

Oh, the whole document.

" Re Rocky Mountain House premises.

The writer, at the request of the Honourable A. J. Hooke, proceeded to Rocky Mountain House on Friday last for the purpose of locating new premises. The place presently occupied as you know is far too small, dirty in appearance, no vault or storage facilities and no space in which a vault could be erected. Moreover, Mr. Lewis, who occupies the balance of the building, requires the space in connection with his furniture business.

A rough diagram of the town is attached and it is proposed that we move into the premises presently occupied by Mr. Agar, a butcher, who is vacating and moving to new premises around October 15th next. While these premises are located on a side street and slightly apart from the main business section of the town, they

Mr. Mullan - Mr. Hooper, Jr.

And he recommended a move to Mississippi printing house by

Mr. Hooper, Jr. didn't like it.

Not the way I treat it, if says Mr. Vass, lesser story

. After

Mr. Commissioner, we also in this regard

have as far as the document is concerned, possibility to introduce

cont'd read if one says you are bound to integrate

THE COMMISSIONER: Read out the document, Mr. Mullan.

Mr. Vass A

"A long distance..."

of the white document.

Re Rocky Mountain Home Insurance

The writer, at the pleasure of the insurance company

A. J. Hooper, proceeded to Rocky Mountain Home on

Livin' last for the purpose of locating the premises

The place apparently occupied as you know is far too

small, which is impossible, no room for a telephone

located and up above in which a small court yard

located and the combination of the two buildings

is to the point, however, that the building with

this feature

is so close to the front of the town is accessible and is

the part becoming necessary to be

has been a paper published in the town of

Winnipeg, Manitoba, a paper I don't know.

1-B-2

E. E. Wilson - Wright Ex.

A (cont.) may be considered the best location we can obtain.

The building is twenty feet by forty feet, facing north. There is a lane immediately adjacent to the east side of the building where a suitable vault could be erected. The quarters are well lighted and Mr. Hooke, the owner, has guaranteed to redecorate and move the electric lights to suit our convenience. The rent was discussed at \$35.00 per month.

Will you kindly take the matter up with Mr. Hooke with a view of obtaining a satisfactory lease and ascertain the exact date the premises will be available. In this connection I would strongly recommend that we move at the earliest possible date as with the busy fall season approaching we require the additional space as well as storage facilities to protect valuables."

MR. MAYNARD: And the date?

A The date is September 9th, 1946.

Q MR. WRIGHT: So Mr. Hooke as a Minister had requested Mr. Olive to go and look at the premises that he owned?

A This is the way it reads, yes.

Q And was the move actually made to that building?

A Not to my knowledge. I say not to my knowledge because I arranged for the demolition of the building and the Treasury Branch was in one of the original buildings when we demolished it to make way for the new Provincial Building.



1-B-3

E. E. Wilson - Wright Ex.

Q Yes, but are you sure it is not on the same lot?

A Oh, it could be on, it could be a next door building, there were two buildings built side by side.

Q Well -

A With a common wall.

Q Well, if you go on to Item 35 it is then clear that the Department of Public Works made repairs to the building at Mr. Hooke's expense, is it not?

A It would appear from this correspondence that they had carried out some work and they had not as yet billed him for the work. This is from Mr. Stacey to the Honourable A. J. Hooke.

Q Yes, is it common practice for the Department of Public Works to improve a building for the owner and then bill the owner?

A Oh, this prerogative is in practically all of our leases, and we have on quite a number of occasions done so.

Q Had a lease been entered into on the 30th of January 1947 for the building to which repairs were being made?

A Not to my knowledge, I have no, I was not requested to investigate another building, I was not aware of another building, and I checked only the building, the file with respect to the building that was owned by Mrs. Helena Hooke.

Q Well, if you go to Item 49 you will see that it was necessary to make a survey to divide the lot in two, so that the lease could be, or rather the building could be purchased at that time, is that not so?



1-B-4

E. E. Wilson - Wright Ex.

A Yes, apparently there are two buildings with a common wall, there had to be a survey carried out, it would appear from my recollection that the two buildings had a common wall and they required a survey to determine the ownership of both buildings.

Q Yes. Mr. Wilson, could you perhaps check your file to see whether it was not the case, as it appears from that correspondence to be, that the Treasury Branch moved from one building owned by Mrs. Hooke to another building owned by Mr. or Mrs. Hooke?

A We could check this very quickly.

Q Although apparently on the same lot?

A We can check this very quickly.

Q And on the 5th of August 1947 Mr. Arnold thought that it would be a good idea to purchase the building for \$6,000.00, is that not the case, Item 39?

A It is noted that he states here that the other half is owned by a butcher, used by a butcher shop.

Q Yes, used by a butcher?

A Yes.

Q Yes, not owned?

A So that it appears the move was never made. The previous letter you are speaking of, asked me to check into, was saying, recommended using the premises presently occupied by a butcher.

Q Who was moving out?

A Who was moving out, this is correct.



1-B-5

E. E. Wilson - Wright Ex.

Q Yes, and you can check that and let us know, can you?

A Yes, I can.

Q But the fact is that Mr. Arnold recommended purchase of the building for \$6,000.00, is that not so?

A Yes, he estimates the value of the building at five thousand five hundred, the lot at seven hundred and fifty to one thousand dollars, and he recommends it being a fair purchase at \$6,000.00.

Q And that purchase was in face made although in the meantime the premises were sold to Mr. Lewis?

A In the meantime the premises were owned by Mr. Lewis.

Q Was sold by Mrs. Hooke to Mr. Lewis?

A I am not certain of the dates, I had the impression it was sold to Mr. Lewis sometime before that because they were paying rents for some time.

Q At the time Mr. Arnold recommended purchase it was still owned by Mr. Hooke, was it not?

A It was never owned by Mr. Hooke to my knowledge.

Q All right, Mrs. Hooke then? In your file it says Mr. Hooke but I think that is wrong because the title shows Mrs. Hooke.

A Mrs. Hooke, this is correct. We will check our files with respect to the possibility of them having moved from one building into the other building.

Q And is there any indication from your files of what Mr. or Mrs. Hooke paid for the lot in the first place, and the building?



1-B-6

E. E. Wilson - Wright Ex.

A If I recall, the only indication is an abstract of title which we obtained, we obtained a copy of an abstract of title, and if my memory serves me right I think it was the insurance fund value, was either two thousand was paid by one person and one thousand apparently paid by Mrs. Hooke, the insurance fund value.

Q Mr. Wilson, you have been with the Department in your present post for how long?

A Property Administrator?

Q Yes?

A For the last five years.

Q And before that?

A I was Appraiser for the Department.

Q Appraiser, yes?

A Yes.

Q And you were there from what time?

A For the previous five or six years.

Q Yes, and in the course of that time have you been involved or, yes, involved I suppose you can say, or did you, have you had knowledge of any transactions in which Mr. Hooke has taken part?

A No, never.

Q Thank you.

THE COMMISSIONER: Mr. Maynard?

MR. MAYNARD: No questions.

THE COMMISSIONER: You may step down, Mr. Clement?

MR. CLEMENT: Mr. Commissioner, Mr. Wilson said he



1-B-7

E. E. Wilson - Wright Ex.

MR. CLEMENT: (Cont.) could produce the file which would contain the documents Mr. Wright has referred to, I presume?

A Well, I said I could produce the file, whether the document is there or not -

MR. CLEMENT: Well, this file would have them if they were in it?

A If they were in it, yes.

MR. CLEMENT: Perhaps we might have Mr. Wilson stand down and he can bring that file here and when he is examined -

THE COMMISSIONER: Yes, I understand that you can by telephone arrange to have this?

A Yes.

THE COMMISSIONER: And if you can do that then probably during the intermission you could make it available to Mr. Clement and through him to other counsel?

A Yes.

THE COMMISSIONER: Thank you.

MR. WRIGHT: I think that file that Mr. Wilson tabled should be marked an Exhibit, My Lord, with respect. It is a copy of what he considered to be the relevant papers.

THE COMMISSIONER: Yes, we will make that Exhibit 211.

FILE ENTITLED "LIST OF PERTINENT DOCUMENTS FROM D.P.W. FILES" AS PRODUCED, MARKED EXHIBIT 211.

MR. MAYNARD: Mr. Commissioner, I think I should ask Mr. Wilson one question before he leaves the stand.



1-B-8

E. E. Wilson - Maynard Ex.

MR. MAYNARD EXAMINES THE WITNESS:

Q The Department started to pay rent to Mrs. Hooke at what year?

A If my memory serves me right, it was in 1941.

Q And until what year did the Department continue to pay rent to Mrs. Hooke?

A I would have to refer to the file, sir.

Q Will you do so?

A Yes.

Q Fine.

MR. CLEMENT: Then would you stand down now, Mr. Wilson, and we will recall you after you have had an opportunity to examine -

THE COMMISSIONER: Yes, he still has a question to answer.

MR. CLEMENT: I am sorry, I thought he said he would examine the file.

A Well, I can do this.

THE COMMISSIONER: Do you want him -

MR. MAYNARD: Nothing else, just this one point I am trying to establish, but if he wants time to examine the file -

THE COMMISSIONER: Do you want time to examine the file, Mr. Wilson?

A No, it is indexed, sir, I think we can find it.

THE COMMISSIONER: I thought Mr. Maynard had a question unanswered.

Q MR. MAYNARD: Yes, it is.



1-B-9

E. E. Wilson - Maynard Ex.  
A Hawkins - Clement Ex.

A Item 23 on this file, letter dated March 31st 1942, from the Superintendent of Buildings to Mrs. H. A. Hooke, giving notice of termination of lease. I believe it went on.

Q What is the date of that?

A That is March 31st, 1942. They went on to extend it on a month to month basis then, and it continued to be leased for a further three year lease, was entered into after that.

Q To Mrs. Hooke?

A To Mrs. Hooke.

Q My question, my specific question was until what period of time were the rents paid to Mrs. Hooke?

A This is what I am trying to ascertain, sir. A letter dated February 13th 1948 from the Superintendent of Buildings to Mrs. A. J. Hooke re new owner, Mr. L. R. Lewis.

Q That's all, thank you.

(Witness steps down.)

MR. CLEMENT: Mr. Hawkins.

ALFRED HAWKINS, recalled, examined by Mr. Clement:

Q Mr. Hawkins, you acknowledge you are still under oath for the purposes of this Inquiry?

A I do.

Q You were asked to make a copy of the Minutes of the Council meeting of August 13th 1954, and to bring it with you?

A Yes sir, I have them here.

Q May I tender this in evidence, sir?

THE COMMISSIONER: Exhibit 212.



1-B-10

A. Hawkins - Clement Ex.  
 - Gill Ex.

STRATHCONA COUNCIL MINUTES OF  
 AUGUST 13th, 1954, AS PRODUCED,  
 MARKED EXHIBIT 212.

Q MR. CLEMENT: The relevant item appears to be this:

"A short discussion was held regarding the activities and attitude of the Edmonton District Planning Commission towards decisions of the Council, and Interim Development Board regarding planning in the municipal district. It was moved by M. R. Parker that immediate steps be taken to have the Municipal District of Strathcona Number 83 withdraw from the Edmonton District Planning Commission."

I have no further questions.

THE COMMISSIONER: Anything arising out of that, Mr. Gill?

MR. GILL EXAMINES THE WITNESS:

Q May I see that Minute, sir? I haven't seen it before.

Thank you. Mr. Hawkins, this shows that this was a special meeting of the Council of the M.D. of Strathcona?

A That is correct.

Q And held on Friday, August 13th 1954, at ten thirty A.M.?

A Correct.

Q And Mr. Adamson, the Reeve, Mr. Parker, the Deputy Reeve, Mr. Klapstein, Mr. Keith and Mr. Moyer in attendance?

A That's right.

Q And apparently under Section 148 of The Municipal Districts Act they waived notice of the advanced date of the meeting?

A That's right.

Q Later other business concerning Mr. Silverman and Mr.



1-I  
A.

Q

A

Q

A

Q

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THE

MR.

THE

MR.

Q

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Q

A

Q

A

Q



1-B-12

A. Hawkins - Wright Ex.

A No, I cannot recall that, I know the meeting was called but I couldn't tell you why it was called on that particular day rather than the day before.

Q Yes. Mr. Parker does not live in North Edmonton, does he?

A No, he lives within the County of Strathcona.

Q Yes, thank you.

THE COMMISSIONER: Mr. Maynard?

MR. MAYNARD: No questions.

THE COMMISSIONER: Thank you very much, Mr. Hawkins.

(Witness steps down.)



1-M-1  
Production of Documents - Clement.

MR. CLEMENT:

Mr. Commissioner, I have here some records drawn from the Companies Branch respecting the several companies that have been mentioned in the course of evidence so far. I don't want to burden the record unnecessarily with documents which merely are repetitive in nature. I would suggest this: that I might put in, for example, in respect to the company which is now known as Sherwood Properties Ltd., perhaps the first annual reports, and the last, and table the intervening ones for the convenience of counsel in case they wish to have any further ones put in evidence. I am merely suggesting this course because I think for the most part there is little or no change in the interval, or little or no change of any consequence to this inquiry, and so it would be burdening the record perhaps unnecessarily if I put in the whole list of them.

Now, to start out, sir, with a company which is in effect a holding company, the original incorporated name of which is Parkland Builders Ltd. - from that its name has changed to Sherwood Land Sales Ltd., and ultimately to Sherwood Properties Company Ltd. These certificates of change of name of this company I will table. I would tender the annual report of Parkland Builders Ltd., as it was then known, for the year ending December 31st, 1956, in which the incorporators are shown to be -- at least the directors are shown to be George J. Bryan and Albert L. Trowbridge. May I have that -- .



1-M-2

Production of Documents - Clement.

THE COMMISSIONER:

Exhibit 213.

ANNUAL REPORT OF PARKLAND BUILDERS LTD., DECEMBER 31st, 1956, IS MARKED EXHIBIT 213.

MR. CLEMENT:

And the next annual report shows --

the next annual report, which is for the year ending December 31st, 1957, shows in addition to Mr. Bryan and Mr. Trowbridge, other people living for the most part out of the jurisdiction: Toronto, New York, Colorado Springs, and one William F. A. Allen, of Edmonton, and the shareholdings of the --- continue -- Mr. Trowbridge four hundred and ninety-nine out of five hundred, and Mr. Bryan a nominal one share.

THE COMMISSIONER:

Do you want that tabled or filed?

MR. CLEMENT:

No, I think perhaps I might just table that one, sir.

MR. WRIGHT:

My Lord, perhaps we could just put them in all under one exhibit, the annual reports of this company and the annual reports of the next company under successive exhibits.

MR. CLEMENT:

I am at your Lordship's direction on that.

THE COMMISSIONER:

Well, that would be all right, just designate in what material years they cover, and put them all in under the --- .

MR. CLEMENT:

Well, we've got -- we've got one for the year ending December 31st, 1956, is entered as Exhibit 213, and I will ask, sir, to add to Exhibit 213 the annual reports for the years ending respectively,



1-M-3

Production of Documents - Clement.

MR. CLEMENT: (Cont.) December 31st, 1957; 1958; 1959; 1960; 1961; 1962; 1963; 1964; 1965; and 1966.

THE COMMISSIONER: They will all be then included as Exhibit 213.

ANNUAL REPORTS FOR THE YEARS 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965 and 1966 ARE ADDED TO EXHIBIT 213.

MR. CLEMENT: Yes. The matter of interest, sir, is that the principal shareholder has become a company which is now known as Canarama Western Ltd., four hundred and ninety-eight of the issued five hundred shares of this company.

I turn now to Canarama.

Canarama was incorporated originally under the name of A. L. Trowbridge and Associates Ltd., and on the same footing, sir, I would tender in evidence the annual reports of that company made up to the 31st day of December in each of the years 1955, through to 1966, during which period the corporate name was changed from A. L. Trowbridge and Associates Ltd. to Sherwood Properties Ltd., and again on September 20th, 1965, to Canarama Western Ltd.

THE COMMISSIONER: Exhibit 214.

ANNUAL REPORTS FOR THE YEARS 1955 to 1966 INCLUSIVE, A. L. TROWBRIDGE AND ASSOCIATES LTD. TO SHERWOOD PROPERTIES LTD. TO CANARAMA WESTERN LTD., AS PRODUCED, ARE MARKED EXHIBIT 214.

MR. CLEMENT: The directors of Trowbridge and Associates Ltd. as at its inception were Mr. Trowbridge and



1-M-4

## Production of Documents - Clement.

MR. CLEMENT: (Cont.) Mr. Love of Colorado Springs, Mr. George Bryan, and Mr. Lane of Colorado Springs, and Mr. R. W. Hamilton, an accountant, since deceased, and the shareholders are of a considerable number, with most of them in Colorado Springs. I now tender in evidence annual reports of Cam-Del Co. Ltd., for the years ending respectively December 31st, 1954, to December 31st, 1966.

THE COMMISSIONER:

Exhibit 215.

ANNUAL REPORTS FOR THE YEARS 1954 TO 1966, INCLUSIVE, CAM-DEL CO. LTD., ARE MARKED EXHIBIT 215.

MR. CLEMENT:

Cam-Del Co. Ltd. has been referred to in evidence shows the provisional directors as George J. Bryan and Mary A. Shaw, and proceeds in the next year to show as the permanent directors, John H. Campbell and Elizabeth Campbell, who are also shareholders; and in the succeeding year, 1956, the directors continued to be John Campbell and Elizabeth Campbell, who are also shareholders, together with Mr. George Bryan. The matter proceeds, sir, I think, without change, as I recall until -- I'm sorry -- until the report for the year ended December 31st, 1961, in which Mr. William J. M. Henning becomes a shareholder, holding one share; Mr. Bryan appears to be no longer connected; and the directors continue to be John and Elizabeth Campbell, but Mrs. Campbell drops out as a shareholder. In 1963 John H. Campbell and William J. M. Henning are the directors and shareholders, and that continues to the present. I think, perhaps, sir, that I might reserve the rest of these -- the other company



1-M-5

Production of Documents - Clement.  
G. J. Bryan - Clement Ex.

MR. CLEMENT: (Cont.) Marileana Ranches, and the resume of the Beaver Land Company for the moment, and call Mr. Bryan to give evidence.

GEORGE JAMES BRYAN, sworn, examined by Mr. Clement:

Q Mr. Bryan, you are a member of the Law Society of the Province of Alberta, practising your profession in Edmonton?

A That is right.

Q And you have practised here for a substantial number of years?

A A substantial number, yes.

Q And prior to that at Stony Plain?

A That is right.

Q Mr. Bryan, I would like to question you at this juncture in relation to transactions involving Sherwood Park. There will be another aspect in which the inquiry will ask for your assistance, but for these purposes in order to avoid overlapping and confusion, I would like you to -- I would like to confine my questions to you to the development of Campbelltown or Sherwood Properties, as it is now known. Would you tell the Commissioner how you first became interested in this development, and when?

A I have checked a few dates, I am not just --- if I don't get myself out of line --- as I remember it, it goes back to 1963. At that time -- .

Q '63?

A I'm sorry -- '53.

Q '53 sounds better.



1-M-6

G. J. Bryan - Clement Ex.

A Yes, 1953. At that time Mr. Campbell apparently was interested in obtaining options in the area which is now Sherwood Park, and in starting a townsite. He then approached me, my then partner Mr. Crossley, and they obtained some options covering a number of quarter-sections. Mr. Crossley, as I recollect it, drew the options and they were signed by various farmers. I'm not too clear on that because I was not in the actual operation of obtaining these options, or anything with them.

Q But this is the -- the options were on land in the area that is of interest here?

A That is right, and they covered I think about fifteen quarter-sections. As far as I can remember -- I had nothing whatsoever to do with the obtaining of those options or anything of that nature, but subsequent to that, in the latter part of '53, there were some discussions with me as to whether or not Mr. Campbell should incorporate a company to hold these options, and it was suggested, it was decided that that should be done, and I did incorporate Campbell--- I'm sorry -- Cam-Del Co. Ltd. for him.

Q Yes.

A That is my first real connection with the arrangement.

Q Yes. Did you have other than a nominal interest in that company at any time?

A At the first I had purely a nominal interest, just a qualifying share. Subsequently Mr. Campbell did give me an agreement that he was holding some as security for the



1-M-7

G. J. Bryan - Clement Ex.

A (Cont.) work that we were doing. We did a lot of work for him; he was not in a position to pay us, and he held certain of the shares in trust. These were subsequently transferred -- I note -- I had forgotten all about that transfer, but from your reading of the annual returns the hundred shares were transferred into my name, but it was always understood that this was a security provision and that a settlement would be made regarding our fees for the work that we had done for him. It was purely an attempt to protect myself on the question of fees.

Q And ultimately that was taken care of?

A That is right, and the shares were transferred.

Q Transferred out of your name?

A Yes.

Q And, you don't have a recollection then of whom Mr. Campbell took options from during this early period?

A Oh, yes, I have a list of all of them. I can give you the parties, if you desire, the fifteen.

Q I think that we are largely interested in the -- any transactions involving Mr. Hooke.

A Yes. I may say, Mr. Clement, that in 1955, we decided that the -- at the time of the negotiations with Mr. Trowbridge, that these options should be -- contain a number of clauses that we did not have before, and new options were prepared and were executed by all these different parties. The main problem that we wanted to straighten out was to make sure that the developers could buy parts of the quarters and did



1-M-8

G. J. Bryan - Clement Ex.

A (Cont.) not have to take the whole quarter all at once, and that was the main change, and really the options date from the '55 options. They are the main ones on which everything --- all dealings later on were carried out.

Q Dealing in which the Trowbridge interests --- .

A That's right, yes.

Q Now, I'm just trying to locate -- I have in my hand, Mr. Bryan, Exhibit 45, which is a title to the Southwest of 27, the Kaplain quarter, in the name of Weber Bros. Agencies Ltd., and endorsed on the title is a caveat, one by John Campbell, dated the 9th of April, 1953, and one by Cam-Del Co. Ltd., dated May 17th, 1955, I believe --- and in respect of the latter at least your firm is named as the place for service. Those Caveats are also in evidence -- . Sir, I am afraid I am in a little trouble: these exhibits now are in numerical order rather than in order of reference.



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G.J. Bryan - Clement Ex.

Q (cont.) Yes, Exhibits 132 and 133. 132 is one filed by John H. Campbell, have you any knowledge or information respecting the filing of that Caveat?

A Yes. Well, as I mentioned, my then partner Mr. Crossley assisted Mr. Hooke in preparing -- Mr. Campbell in preparing the options. When he got the original option from Mr. Hooke, he filed this Caveat to protect the option.

Now, as I mentioned to you, this is '53, yes -- as I mentioned to you, in March of '55 we were then negotiating with Mr. Trowbridge and his attorney, I suppose I should say, from the States felt that the options should contain certain clauses and we renegotiated the options and the present options, there have been some modifications since then, were completed in March of 1955 and in the name of Cam-Del and consequently that second Caveat was then filed.

Q 133?

A Yes.

Q Referring to an option dated April 20th, 1955?

A That's right.

Q Now, in the course of these dealings and your services to Mr. John Campbell, did you have any dealings with Mr. Hooke?

A Other than that I did go out to Mr. Hooke's place on one or two occasions. One I think was when we had this new option and I think I got it signed at his place and then subsequently, as I mentioned, the idea of the new option was so that we could draw land down in pieces. The situation frankly was the developer didn't have money enough to take



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G.J. Bryan - Clement Ex.

A (cont.) it all up at once and we had to have it in pieces and the result was we would ask Mr. Hooke for a transfer of say thirty acres and would pay him for that amount on the agreed price base and I would generally go out and get the transfer.

Q Now, just to clear my mind, was this before or after Mr. Trowbridge's interest?

A Oh no, after Mr. Trowbridge was interested.

Q I see, so the matter of financing wasn't all plain sailing with Mr. Trowbridge either?

A It certainly wasn't.

Q Now, could you give us a word then about the commencement of Mr. Trowbridge's interest and how it developed?

A Well, Mr. Campbell had these options and he had the various approvals and I had nothing to do with that, I don't even know what approvals they had.

Q Approvals of what nature?

A From the Municipal District of Strathcona and from the necessary Government agencies with regard to having a town-site at that point.

Those were not negotiated through me.

Mr. Campbell was trying to get somebody to put some money behind the scheme and he tried to contact some developers and I think there was a chap by the name of Counts and somebody else and then apparently --

Q Counts was someone from the United States also?



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G.J. Bryan - Clement Ex.

A Yes, he was from the West Coast I believe. I only met him once and I don't really know too much about that.

Q But he did apparently show sufficient interest to have either an outline plan or subdivision plan developed?

A I can't swear to that or not. I had very little to do with Mr. Counts other than I did meet him and I knew they were discussing the situation.

Q But that fell through apparently?

A That's right.

Q Then there was other financial interests intervened without anything crystallizing?

A I think there were Mr. Clement, I can't at this time remember. I think there was a group in Eastern Canada that were for a while interested in it.

Q I merely say that because there was a succession of development plans referred to by the approving authorities. I take it each financier would come along with his own ideas as to how it would go and changes were made accordingly?

A I am quite sure that is true.

Q Well, let's come to Mr. Trowbridge?

A Well, my recollection is that it was a rather peculiar way that Mr. Trowbridge happened to come into this. A real estate man from Calgary, I think his name was Lowe, heard that there was a proposed development out here and I gather that he was in California somewhere in a restaurant having a cup of coffee and he got talking about Alberta with the man



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G.J. Bryan - Clement Ex.

A (cont.) sitting next to him who happened to be a chap by the name of Mickleberry who was in the utility business, putting in sewer, water and services.

Q Yes?

A And this chap Mickleberry knew of Trowbridge who was in the development --

Q Mickleberry was of Edmonton?

A No, no, it is a different Mickleberry.

Q Oh?

A He was of Los Angeles.

Q Oh I see?

A And he happened to meet him and Mr. Mickleberry apparently said well, I know somebody by the name of Trowbridge who might be very interested in this and they straight away got in touch with Mr. Trowbridge by long distance phone, I think it was and, Trowbridge said he was very interested and would come up and, he flew up here.

Q Where did they get in touch with him?

A At Colorado Springs where he resided. He had done quite a bit of development work I think, before, of this type.

He flew up here with quite a number of experts. Mr. Mickleberry came up with him and he also brought with him a chap by the name of Bob O'Donnell who was a planner and was the consultant for the City of Denver and he brought Mr. O'Donnell up to look over the project from the planning standpoint, Mr. Mickleberry to look it over from the stand-



2-P-5

G.J. Bryan - Clement Ex.

A (cont.) point of utilities and the cost of putting in utilities and they spent some time in Edmonton going over the whole situation and then they went back to Colorado Springs and I received a phone call --

Q Had you met Mr. Trowbridge at this time?

A I had not met any of them until they landed in Edmonton.

Q But I mean when he came the first time, you met him?

A Oh yes, yes I did.

Q And approximately when was that?

A I would say it was in April of 1955 because the deal with Trowbridge was in June of '55 and I think it would be about two months before that. I received a phone call from Mr. Trowbridge saying that they were very interested and if he was to wire me some money could they hold it for a while until they could get an option on it really is what it amounted to, until they had a chance to go into the matter further.

Q That is an option on --

A The whole project.

Q -- Mr. Campbell's and Cam-Del Company's interest?

A That's right, yes. I can't recall at the present time whether there was any formal documents but it was agreed and there was some money sent up but I have no recollection of what it was and it was agreed to keep it, to hold it for them and let them have a chance to look at the project.

Mr. Trowbridge came up a number of times, the second time he was up he brought up his attorney Mr. Love and we



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G.J. Bryan - Clement Ex.

A (cont.) had a lot of discussions about the situation.

They made a fairly careful check of the Edmonton area and I remember Bob O'Donnell stating that in his opinion it was the best possible site for a satellite town or subdivision in the Edmonton area and it was pretty well on that assurance from Mr. O'Donnell and the assurance from Mr. Mickleberry with regard to the utilities, he pointed out it was close to a water supply, the municipal reservoir is right at the edge of it, you have gas and power and, a good out fall for the storm sewers and everything else, all slopes towards the river.

Q Yes?

A And it was on that basis that Trowbridge decided to proceed and to take over the project.

Q Well now, at this stage Mr. Campbell or Cam-Del controlled a substantial number of options?

A About fifteen I think.

Q Fifteen I think you said including the option on Mr. Hooke's quarter, the southwest of 27?

A That is right.

Q And so, Mr. Trowbridge having become interested in it to the point of determining to proceed, he acquired those interests from Mr. Campbell?

A Yes, under an agreement June of 1955, I haven't got the exact date but it was in June of '55 that the agreement was signed.



2-P-7

G.J. Bryan - Clement Ex.

Q By which Mr. Campbell or, was it all Cam-Del?

A It was Cam-Del.

Q It was all Cam-Del then, by which Cam-Del sold out principally its options to Mr. Trowbridge?

A Yes, assigned all rights it might have to the development of the project.

Q Yes. Now originally then the deal was with Mr. Trowbridge personally?

A Yes.

Q But then incorporations were set up?

A We incorporated A.L. Trowbridge and Associates Limited on the 17th of August, '55, I think you have it.

Q Yes, I think we put in the annual return for that date?

A That is right.

Q Then it appears there was a holding company, Parkland Properties Limited I think was its original name?

A At that time Mr. Clement, Mr. Trowbridge had the idea of a lot of different companies, a sales company and a holding company and various ones and I think we incorporated four or five or six companies, most of them never became operative. Now, this particular one here I am not exactly sure whether it was or wasn't used, I can easily find out.

Q Well no, the corporate records appear to show that A.L. Trowbridge and Associates Limited issued stock was principally held by Parkland Properties Limited?

A Yes.



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G.J. Bryan - Clement Ex.

Q But the only point I can see in that is that Mr. Trowbridge had control of both of those companies to the exclusion of Mr. Hooke or others who might be involved?

A Well Mr. Hooke or Mr. Campbell never had the slightest interest in these companies.

Q Once the sale was made to --

A Once the sale was made they were out. I shouldn't say they, Mr. Campbell was out. Mr. Hooke to my knowledge never had any interest in Cam-Del.

Q No but then having disposed, Mr. Hooke having disposed or, subjected his interest to an option, then the options having passed by transition to Sherwood Properties Limited, Sherwood Properties exercised the options from time to time because it could do so piecemeal, is that fair?

A That is right, yes, m-hm.

Q And the dealings then were with Sherwood Properties Limited and Mr. Hooke on the basis of the options they needed subsequent?

A Yes.

Q Have you had any particular dealings with Mr. Hooke personally in this aspect of the matter other than getting him to sign transfers as the land was picked up piecemeal?

A No, none whatsoever. I had one as I mentioned, we got the option of 1955 prior to Mr. Trowbridge buying but because he insisted that these options had to be in slightly different form. After Mr. Trowbridge took over then the only thing I



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G.J. Bryan - Clement Ex.  
- Gill Ex.

A (cont.) had to do was occasionally we got extensions of the options under the terms of the option and occasionally we took down pieces, twenty, thirty acres and developed them.

Q And those pieces that you took down were subject to subdivision plan?

A That is right. I think there are dozens of subdivision plans.

Q Yes, we have a number here but obviously there are more?

A That is right.

THE COMMISSIONER: Mr. Gill?

MR. GILL: Thank you.

MR. GILL EXAMINES THE WITNESS:

Q Mr. Bryan, you acted for John H. Campbell personally I take it?

A I did up till the time of the sale to Mr. Trowbridge. I may say that when the sale was complete, the sale took place in Colorado Springs, Mr. Campbell and myself, Mr. Hamilton who was a partner in the Winspear Hamilton firm went down to Colorado Springs and we negotiated the terms of the sale.

Q Yes?

A Immediately after that was finished Mr. Trowbridge asked me if I would continue to act in this and I said that I would be quite prepared to it being understood that I would really be no longer acting for Campbell and I haven't really acted for Campbell since. I may have straightened out the odd



2-P-10

G.J. Bryan - Gill Ex.

A (cont.) thing and file some of his returns but as you notice by that, I think Mr. Henning is acting for Mr. Campbell now.

Q Did you act for Cam-Del Company Limited for a certain period of time during these negotiations?

A Oh yes, I was solicitor for Cam-Del and for Mr. Campbell up to the sale to Trowbridge.

Q Then did you continue to act for Cam-Del?

A I continued to file some annual statements, I don't think there was anything to do with Cam-Del. Mr. Campbell and I finally reached a settlement with regard to what was due us for our services and I don't have the files of Cam-Del any more.

Q And did you have discussions with Mr. Hooke prior to taking down these pieces of land?

A Well, discussions, I would -- no, generally what would happen would be that the developers, Mr. Trowbridge or Mr. Lane who managed it for a while or Mr. Allen whose name has been mentioned, he was the surveyor or engineer in charge of the project, would go over to Mr. Hooke and say we need so many acres in this corner, show him what they wanted to do and he would say, I presume, okay and then they would phone me and say we have made arrangements with Mr. Hooke to buy twenty-five acres, we will send you over the plans, will you prepare a transfer and then I would prepare the transfer and on some occasions I went out because I had other business out there,



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G.J. Bryan - Gill Ex.

A (cont.) I went out and went over to Mr. Hooke's and had him sign the transfer.

Q Who was the solicitor or firm of solicitors acting for Mr. Hooke at this time?

A I don't think he had any as far as I know.

Q He wasn't represented by a firm to your knowledge?

A No.

Q Was your firm or were you acting for the M.D. of Strathcona at this time?

A No, I have always acted against them, it seems to me.

Q But you did draw some of the agreements with the M.D. of Strathcona in this development?

A No. There was only one agreement with the Municipal District of Strathcona. We wanted to get a lot of the rights between the developer and Strathcona straightened away into an agreement and I represented Trowbridge, Mr. Brownlee as I recollect represented Strathcona and Mr. Massie was in it, maybe Mr. Steer can tell me who he represented but I remember very well he was in the negotiations but I can't think of who it was that he was representing and oh, we fought for many days and finally came up with a contract that was agreeable to everybody and which was signed.

Q So, from time to time you would meet with the council of the Municipal District of Strathcona concerning these Sherwood Park lands?

A I can recollect being at one or two meetings of the council



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G.J. Bryan - Gill Ex.

A (cont.) and as I remember it was with regard to utilities but I just can't remember what it was and I was generally there to sit on the sidelines with Mr. Trowbridge and Mr. Allen who were pointing out technical difficulties and trying to get around them.

Q Mr. Allen was a shareholder of Trowbridge?

A Well he was the engineer on the project.

Q I see. Did you ever meet with the Edmonton District Planning Commission concerning the Sherwood Park lands?

A No sir.

Q Or with the Provincial Planning Advisory Board?

A No.

Q You did meet with a Mr. Counts did you who was the initial proposed developer?

A Well, it is rather foggy because I didn't have much to do, I did know Mr. Campbell had been talking to a Mr. Counts about coming in and I know I did meet Mr. Counts but I don't think we ever discussed any details or anything else.

Q And did Mr. Campbell to your knowledge or through your office give certain options to this Mr. Phillip Lowe or his group?

A Oh no, no.

Q I see?

A We had a battle over that one. Mr. Lowe felt that he was entitled to some remuneration for telling Mr. Mickleberry over a cup of coffee that there was a project in Edmonton and



2-P-13

G.J. Bryan - Gill Ex.

A (cont.) our people didn't agree with that.

Q Do you know if Mr. Lowe or his group spent any money on this?

A Not to my knowledge.

Q Do you know the name of that group?

A No. I only know Phil Lowe, he was the only one I ever did see, he came to see me one time.

Q Did you act for a Mr. Louis Kutt, a farmer who farmed south-east of Mr. Hooke's land?

A Never heard of him.

Q And what about Mr. Smeltzer, Frank Smeltzer, did you act for him or his wife?

A Well, the Trowbridge Company had an option and I had dealings with them similar to the dealings with Mr. Hooke, to draw down pieces of the land and I did drop into their place occasionally to get transfers, that was later on in the project because the development first came on the corner of Mr. Hooke's land and then spread on to the Smeltzer land and I think there was some little piece of business that Smeltzer asked me to do for him one time that had absolutely nothing to do with Sherwood. I can't even recollect what it was but I remember I did do something.

Q And what about Mr. Hunter who was also a land owner in Section 27, did you act for him?

A No.

Q Did you have any dealings with him?

A The original -- I can't recollect exactly, I may have seen



2-P-14

G.J. Bryan - Gill Ex.

A (cont.) him at the time we got the new options. I did not see him at the time of the original options that were obtained by Mr. John Campbell but I may have seen him at that time. Mr. Crossley I think may have had some dealings with him.

Q What about John Ball or what are commonly called Ball Lands, south of Sherwood Park, did you act in that?

A No, nothing to do with it at all.

Q Do you know a company called Rainier Developments Company?

A No sir. I think I have heard the name but I have never had any connection whatsoever with it.

Q I understand sir, just so you understand my question, it was a company in which Mr. Lowe and Mr. Young and others were associated with?

A Mr. Lowe may have mentioned that name to me, as I say the name rings a bell. I may have been thinking of Rainier Beer or something like that but, I have no recollection of the company itself.

Q Watching television in the United States?

A Yes.

THE REPORTER: How do you spell that name Rainier

Mr. Gill?

MR. GILL R-a-i-n-i-e-r, sir?

A I think you are right.

Q MR. GILL: I think it goes by the name of beer from the mountains, is that correct?

A That is my recollection.



2-P-15  
G.J. Bryan - Gill Ex.

Q Well, on that pleasant note I will end, thank you.

THE COMMISSIONER: Mr. Bowen?



2-B-1

G. J. Bryan - Bowen Ex.

Q How long have you known Mr. Hooke, Mr. Bryan?

A I think the first time I ever met Mr. Hooke was when I went to get this new option.

Q That would be in 1955, sir?

A Yes, that is the best of my recollection.

Q Did you go to see each one of the individual owners in this project in 1955 to negotiate the new option?

A Well, I saw some of them. I can't recollect whether I saw them all or whether Mr. Crossley went. He was then my partner and had drawn the original options.

Q Yes.

A I remember I did see Smyth, and I had dealings, some dealings with the Allens through their solicitor, Mr. Brownlee; and in two or three cases that I remember Mr. Neil MacLean acted for Verbetsky I think it was, and Mr. Brice acted.

Q Tell me this, sir: was there anything particular or special about the Hooke option that necessitated a senior lawyer going out to see him?

A I wasn't so senior in those days, Mr. Bowen.

Q I think you were.

A I did it largely because of my close association with the overall project, and in a good many cases they were out on the project and, at least Trowbridge and his group were all the time, and I would often drop out and say "Well, I will get this signed when I am out there."

Q This was a little bit out of the usual course of events in



2-B-2

G. J. Bryan - Bowen Ex.

Q (Cont.) a deal like this, the things would be signed in your office, would they not?

A Normally, and most of them were. Smyth's wasn't and Mr. Hooke's wasn't, and I am not sure of the Smeltzers'.

Q Was there anything different about the Hooke option than the others in terms?

A Not one thing, I think the words are pretty well identical.

Q Was there anything that struck you about the price he was getting, did it seem out of line in any way with the other parcels of land in the area?

A The options we have ran, run from three fifty to six fifty; his was five hundred.

Q Did you have any discussion with Mr. Hooke as to how this townsite had come about?

A No, not to my recollection.

Q Did Mr. Campbell ever talk to you or to your knowledge to Mr. Crossley regarding any backing from Mr. Hooke on this project?

A Of course I don't know what discussions he had with Mr. Crossley.

Q Quite, sir.

A I have no recollection of any statement or any talk with me by Mr. Campbell suggesting that Mr. Hooke was other than just the party who happened to be there. You see, I think, as I recollect this, and as I say some of it came second-hand, Mr. Campbell was looking all over the place for a suitable townsite. This was not the first one. And I



2-B-3

G. J. Bryan - Bowen Ex.  
- Wright Ex.

A (cont.) believe he talked to some experts who had come here with some of these American companies and they had suggested for the reasons I mentioned that Mr. Trowbridge took it that this was the best area, and I certainly had -

Q Then you today have no memory of Mr. Campbell talking about Hooke backing him or having an interest in the promotion of this thing?

A No, absolutely not; as far as I knew he had absolutely no interest in it.

Q You indicated Mr. Hooke had to your knowledge no interest in Cam-Del or any of the other companies involved?

A Well, all I can say is that I know he held no shares in them.

Q All right. Now, do you know of any share trust agreements behind the scene in Cam-Del or any of the other companies in which Alfred Hooke would be participating?

A None whatsoever.

Q Thank you, sir.

THE COMMISSIONER: Mr. Crawford?

MR. CRAWFORD: I have no questions, Mr. Commissioner.

THE COMMISSIONER: Mr. Wright?

MR. WRIGHT EXAMINES THE WITNESS:

Q How much was paid to Mr. Hooke in toto?

A I couldn't tell you that, Mr. Wright. The deal was \$500.00 an acre, there were provisions that we, and when I say "we", that Trowbridge and Associates could draw down land, and there was also a provision for an extension. Now, there were a number of times when, as you perhaps realize, money



2-B-4

G. J. Bryan - Wright Ex.

A (cont.) got pretty tight, and there was no building, and we didn't want, the company didn't want to take up the land, and they did pay him various amounts for extensions, for a year's extension perhaps a thousand dollars and a year's extension. Now, I don't know, I haven't got any record of those items. As far as I know the payments were strictly in accordance with the terms of the option.

Q Yes, and was the option to all the land eventually exercised, do you know?

A Yes, the option you notice exempts twenty acres.

Q Exempts forty acres?

A Forty, is it, I thought it was twenty, maybe I am wrong.

Q Maybe it is twenty, but there is an exemption which at one time was forty?

A The southwest corner of the quarter where his house was, on which his house was located.

Q Yes, and the options were exercised from time to time we are told as the subdivision went forward?

A In pieces, yes, that is right.

Q And unless the townsite was going forward Mr. Hooke didn't get his money?

A That's right, we only paid him against the delivery of the transfer.

Q So that if he needed his money then the townsite had to go forward?

A That's right.

Q And when was the last option exercised?



2-B-5

G. J. Bryan - Wright Ex.

A I couldn't -

Q Or, put it this way, the last piece of land taken?

A I would have to check my records. You are referring to the land covered by the original option, the one hundred and twenty acres?

Q Well, I am talking about Mr. Hooke's quarter section?

A It must have been, well, I am just guessing, I would say it would be three or four years ago.

Q Yes?

A That the last part of that land was built on.

Q And the first payment to Mr. Hooke then was about '55, would it be?

A Well, there was a down payment for the option.

Q Yes?

A In March of '55.

Q Was there not a payment back in '53?

A Oh, yes, I am sorry, that was the original option. Yes, you are right.

Q Yes, so that Mr. Hooke would be receiving money from this project then continuously or intermittently, I should say, from '53 up to three or four years ago?

A Yes, I think that would be right.

Q Now, I presume we can get the total amount from other sources, but if necessary I suppose you could dig it out?

A Well, I could get a statement, I am quite sure, from Canorama Western Limited, which is now the company which owns the project.



2-B-6

G. J. Bryan - Wright Ex.

Q What difficulties did you have with the Provincial Planning Advisory Board?

A I didn't have any.

Q Well, I am talking about Trowbridge, of course?

A I don't think I can answer that, Mr. Wright, because none of that was handled through me at all. There were some minor adjustments in plans I think, that they went down to see them about, but I didn't.

Q Mr. Campbell was similarly interested in the townsite going forward because he in turn didn't get his money unless it went forward, is this not so?

A Well, yes, certainly.

Q Yes, I think that is obvious, but he continued to work with Mr. Trowbridge, did he?

A Part of the agreement with Mr. Trowbridge was that in straightening out some of the details he would do what he could to assist us. Now, I think that was largely of a nature with regard to the farmers because Mr. Campbell was quite friendly with all these farmers and I think, as I say I am just thinking, but I do know these cases, that he did see some of the farmers who as a result of that gave us, gave Trowbridge extra time on the thing.

Q Yes, did Mr. Campbell not speak to you about Mr. Hooke taking the subdivision plan to the Cabinet?

A Not that I remember at all.

Q Thank you.

THE COMMISSIONER:

Mr. Maynard?



2-B-7

G. J. Bryan - Maynard Ex.

MR. MAYNARD EXAMINES THE WITNESS:

Q Mr. Bryan -

A Yes?

Q You were asked by my good friend, Mr. Wright, concerning the monies received by Mr. Hooke and Mr. Campbell and if the project was not proceeded with then, of course, they did not get anything: what would happen to the option monies already paid to Mr. Hooke in the event the project was not proceeded with, did he have to repay these monies?

A No, no, they would be forfeited.

Q And that would apply at any stage of the program?

A Oh, yes, if we didn't live up to our options we lost the options, and any money paid for the option would, of course, be forfeited to them.

Q And, of course, there were no forfeitures of any monies at any time. Have you any copies of these options in your file?

A Yes, I think I have copies of most of them.

Q Have you copies of the first options that were issued?

A No, I don't have those first ones. I think I have copies of all of the 1955 options and I did prepare a statement, I think it was for Trowbridge, I have a copy here, of a minor list of every option and the terms of it.

Q The 1955 options?

A Yes.

Q Which replaced the original options?

A That's right.

Q But you have not got the original options?

SECRET AND ESI

- Mr. Black - Q

Test A

You were asked by Mr. Murphy, Mr. Murphy, concerning

the movie review by Mr. Nichols and Mr. Campbell and in

the project was not proceeded with prior to completion

that point had been made public that the film was not

the project was not proceeded with prior to completion

and you were asked to leave to leave the office

Mr. Black was asked to leave the office

and you were asked to leave the office

and you were asked to leave the office

and you were asked to leave the office

to leave the office

and you were asked to leave the office

2-B-8

G. J. Bryan - Maynard Ex.

A No, they must have been among the papers turned over to Trowbridge, I don't know, I don't appear to have them.

Q And you are holding these options now by virtue of the fact that they were all assigned by Cam-Del to Trowbridge?

A That's right, and as solicitor for that company.

Q And as solicitor for Trowbridge?

A Well, when you say holding them, you asked me if I had copies. I have copies but I am sure the originals are all out at the Canorama office out there.

Q Yes, but the originals of these options were transferred by Cam-Del to Trowbridge?

A That's right.

Q And in the process you have copies of these on your own files?

A Yes. I think I have got copies of all of them, I haven't checked, sometimes these things happen to disappear, but I am sure the originals are all out at Canorama.

Q Mr. Bryan, I do not know if you are familiar with the reference that was made before this Inquiry concerning a certain transfer that was made by Mrs. Hooke to Mrs., pardon, to Mr. Smeltzer, and on which you took the Affidavit of Transferee; are you familiar with this document?

A I know the case, Mr. Hooke to -

Q Mr. Hooke to -

A - to Mrs. Smeltzer.

Q To Mrs. Smeltzer?

A That's right, yes.



2-B-9

G. J. Bryan - Maynard Ex.

Q Yes, would you like to see the document before you talk about it?

A I know what it was all about.

Q Fine, could you tell the Commission what it was all about?

A Well, at that time when we prepared plans of an area the arrangement we had made through the Land Titles was we would bring all the land into one name. Now, this particular plan of subdivision which was being registered, if I remember correctly, was somewhere in the neighbourhood of forty acres, and out of the forty acres thirty-eight of the acres were in the quarter section being sold by Mrs. Smeltzer, and there was a little point of it that came into a piece of Mr. Hooke's land, so I obtained a transfer from Mr. Hooke to Mrs. Smeltzer of the two acres, consolidated the whole thing, and then she transferred the whole forty acres together with the plans of subdivision, as was the procedure we then used, to the Sherwood Properties Limited. At the time I was putting that through, as I recollect, I mentioned to Mrs. Smeltzer what we were doing and why it was that we had to transfer, had a transfer for the forty acres, and there was two acres coming in, and she, I told her then that I would sign it on her behalf as the transferee.

Q Yes, you signed the Affidavit of Transferee on her behalf?

A That's right, yes.

Q And what about the subdivision plan itself, was that subsequently signed by Mrs. Smeltzer?

A Yes.



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G. J. Bryan - Maynard Ex.

Q Including this particular correction or rectification?

A That was the procedure we adopted.

Q Yes?

A Now, just exactly where the signatures were I don't know unless I saw it, but we always brought it into one name, had the Registrar put through the necessary approvals, and then we registered the transfers, and it was merely to get that two acres into the thirty-eight acres. The consideration in the transfer was paid by Sherwood Properties to Mr. Hooke, on the same basis as the other land.

Q Now, one more question, Mr. Bryan. This has not been brought out before this Commission as yet, but you are, you have undoubtedly heard some mention made about it: that Mr. Hooke acquired from your clients a house and lot in the Sherwood Park area for the consideration of \$1.00?

A As a gift?

Q As a gift?

A Yes, I saw that.

Q Are you familiar with what I am referring to?

A Yes.

Q Could you explain to the Commission what this is all about?

MR. CLEMENT: Perhaps, sir, I have a transfer,

6606.LP and the resulting certificate of title which is entered as Exhibit 36 I think. Perhaps I should put those in now so that Mr. Bryan can deal more specifically with them. Transfer number 6606.LP from Sherwood Properties Limited of Lot 21, Block 12, and so on, in Campbelltown, to



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G. J. Bryan - Maynard Ex.

MR. CLEMENT: (Cont.) Alfred J. Hooke; the consideration is stated "One dollar and other valuable consideration"; and the Affidavit of Transferee deposes as follows, Clause 4:  
"The present value of the land in my opinion is \$22,700.00, being lot, \$2,700.00; building moved on, \$20,000.00."

And then there is the resulting Certificate of Title  
102.I.179. May I tender the transfer, sir, as an Exhibit?

THE COMMISSIONER: Exhibit 216.

TRANSFER, SHERWOOD PROPERTIES TO  
HOOKE, 6606.LP, AS PRODUCED,  
MARKED EXHIBIT 216.



2-M-1

G. J. Bryan

Production of Documents - Clement.

G. J. Bryan - Maynard Ex.

MR. CLEMENT: The Duplicate Certificate of Title

102I179 I produce as an exhibit.

217.

D.C.T. 102I179 IS MARKED  
EXHIBIT 217.

MR. CLEMENT: And I refer you, sir, to Exhibit 30,  
the letter from Collins and Braul to Garth Turcotte of  
April 3rd, 1967, in which these two passages occur on the  
fourth page, in itemizing a number of items, a number of  
matters, he itemizes this: transfer of land from Sherwood  
Properties Ltd. to Hooke, dated January 18th, 1960, covering  
Lot 21 -- .

THE COMMISSIONER: Sit down, Mr. Bryan.

MR. CLEMENT: -- this land is transferred -- .

MR. BRYAN: Thank you.

MR. CLEMENT: --- for one dollar and valued by  
Hooke as shown in his affidavit of value at \$22,700.00.

Apparently this lot, with house built by Sherwood Properties  
Ltd., was given to Hooke; and then on the fifth page:  
Hooke made a gross profit of \$55,730.00 on the re-sale of  
this quarter-section of land, and in addition acquired from  
Sherwood Properties Ltd., without consideration, a  
residential property valued at \$22,700.00. Exhibit 30 is  
one of the original documents filed in the Legislature.

THE COMMISSIONER: Mr. Maynard?

CONTINUED EXAMINATION BY MR. MAYNARD:

Q Mr. Bryan, I am showing you Exhibit 216, a transfer of Lot 21,



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G. J. Bryan - Maynard Ex.

Q (Cont.) Sherwood Properties Ltd., to Mr. Hooke -- you might wish to refresh your memory concerning the consideration and other facts relating to this exhibit, to this transaction.

A I know about this, Mr. Maynard.

Q Could you explain it to the Commission, please?

A Yes. What happened was this: I mentioned in reply to a question by Mr. Wright that the original option reserved a portion in the Southwest corner of the quarter-section on which Mr. Hooke's house was located. I'm not sure whether it was forty or twenty acres, but it really doesn't matter for this. Mr. Hooke refused to sell that land to us when the original negotiations took place with him, as he said he liked his home and he wanted to stay living on that property. Finally we were able to make an arrangement with Mr. Hooke whereby he would sell it to us -- when I say "us" to Sherwood Properties -- providing they would give him a lot on the townsite and remove his house to that lot. We were -- Sherwood Properties was anxious to acquire that site because it --- they felt it was the best site for a shopping centre, since that was where the traffic flowed coming in off the road into the Sherwood Property -- would pass that area. They finally obtained this option from him, whereby he agreed to sell them the property in -- I've forgotten the date of that transfer -- .

Q The 18th of January, 1960?

A At that time they had decided -- they obtained the option a year or so before that; they decided to proceed with the



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G. J. Bryan - Maynard Ex.  
- Gill Ex.

A (Cont.) erection of the shopping centre and they went ahead with the option. Mr. Hooke selected a lot on the townsite and Sherwood Properties moved his house onto the lot and then conveyed the Title to him.

Q This was strictly a business transaction?

A Oh, absolutely.

Q Was there anything in the nature of a gift involved?

A Not a thing.

Q Mr. Bryan, was Mr. Hooke treated any differently in respect of any of his options for his property, to any other landowner in the area?

A Not a bit. As far as I am concerned he was exactly the same as Mr. Smeltzer or any of these other men whose property was acquired by the company.

Q Thank you, Mr. Bryan, that's all.

THE COMMISSIONER: Mr. Gill, any questions arising from this? You were through, were you, Mr. Maynard?

MR. MAYNARD: Yes, my Lord.

MR. GILL EXAMINES WITNESS:

Q Mr. Bryan, did Mr. Smeltzer have his house moved by Sherwood Properties Ltd.?

A As I remember the options, Mr. Smeltzer reserved his house and they haven't yet made a deal with him.

Q It's still unmoved?

A They are still living in it.

Q What about the Hunter home?

A Well --- oh, I am quite sure that it's not there now, but as



2-M-4

G. J. Bryan - Gill Ex.  
 - Wright Ex.

A (Cont.) I recollect it was a very small poor place. I haven't got any -- just from vague memory of what it looked like in the distance -- .

Q What about Mr. John Ball? Do you know anything about -- ?

A I don't know a thing about the Ball property.

Q Thank you.

THE COMMISSIONER: Mr. Bowen?

MR. BOWEN: No, sir.

THE COMMISSIONER: Mr. Crawford?

MR. CRAWFORD: No, sir.

THE COMMISSIONER: Mr. Wright?

MR. WRIGHT EXAMINES WITNESS:

Q So that the reserved portion was then taken out by Trowbridge and Associates for the same consideration as the rest of it?

A No, no, it was a higher consideration.

Q A higher consideration?

A That's right, yes.

Q Yes, and can you remember, was there a written agreement about that?

A Oh, yes, there was an option to purchase that; I'm not sure -- I think it was two thousand an acre, or something like that, but I didn't think it was forty acres, I thought it was only twenty.

Q It may have been reduced to twenty but started off as forty -- but it was five hundred an acre as to the rest of it?

A That's right.

Q And two thousand an acre for this reserved portion?



2-M-5

G. J. Bryan - Wright Ex.  
Production of Documents - Clement.

A That is my recollection as to this reserved portion.

Q I see.

A You must remember, of course, that this was a number of years later, and prices were going up all around the place, and that's why we had to pay a higher price.

THE COMMISSIONER: Mr. Clement?

MR. CLEMENT: No more questions.

THE COMMISSIONER: Thank you, Mr. Bryan.

(Witness retires.)

MR. CLEMENT: Mr. Commissioner, we will now put in evidence on the same basis the annual reports of the company known as Marilena Ranches Ltd., and these annual reports are for the years ending December 31st, 1958 to 1966, inclusive. Perhaps I could have them marked?

THE COMMISSIONER: Exhibit 218.

ANNUAL REPORTS, MARILENA RANCHES LTD.,  
1958 TO 1966 INCLUSIVE, ARE MARKED  
EXHIBIT 218.

MR. CLEMENT: Marilena Ranches, sir, is a company in which A. J. Hooke and Edward Wallace Ball are shown as directors in 1958; they with William Henning and Richard Jull, as shareholders --- for the year ending December 31st, 1966, the directors are shown as Alfred John Hooke and Edward Wallace Ball, and they are the two shareholders shown. I direct your attention, sir, to Exhibit 34, being a transfer from Alfred John Hooke to Marilena Ranches Ltd., of Lot 18, Subdivision Plan 998MC, for a consideration of \$1,790.00. Let me make sure I have stated this correctly.



2-M-6

Production of Documents - Clement.

MR. MAYNARD:

Mr. Commissioner, Exhibit 34

according to the -- Transfer from Mr. Hooke to Beaver Land --

THE COMMISSIONER:

That's what I have in my notes, too.

MR. CLEMENT:

I am sorry; the Transfer is indeed, sir, to Beaver Land Company Co. Ltd., but the consideration is paid by Marilena Ranches Ltd. according to the face of the Transfer, and the Affidavit of Transferee taken by William James M. Henning, Barrister, as to the effect of the Transferee, purchased the lands from Marilena Ranches for \$1,790.00, said Marilena Ranches Ltd. having acquired the land from the Transferor, Mr. Hooke, for the same price, namely, \$1,790.00. That, as I say, is Exhibit 4.

Then I put in evidence, sir, a resume of Beaver Land Company Ltd. -- if any of counsel wish the same documentation, that is, annual reports, I will have them obtained, but this document here that is obtained on search of the company -- of the records of the Companies Branch, shows Beaver Land Company Ltd. with an issued share capital of nine hundred shares, director - Charles Allard --- and Zane Feldman -- shareholders, Paris Investments Ltd., six hundred and sixty shares; Northwest Trust Company, two hundred and forty shares. The 1961 report shows that John Hook Campbell transferred three hundred shares to Paris Investments on December 12th, 1961. In 1960 -- the 1960 report shows that John Campbell held three hundred shares; Paris Investments Ltd. held two hundred and seventy shares, Northwest Trust held



2-M-7

Production of Documents - Clement.

MR. CLEMENT: (Cont.) two hundred and forty shares, and one Margaret Matheson thirty shares, Lois Macdonald thirty shares, John Dickins thirty shares, all of which were transferred to Paris Investments Ltd., to increase its then holdings by ninety shares. The 1959 report -- the company was incorporated in March 1959 - the incorporator being Adam Miles, and George L. Jones -- he transferred his shares to Paris Investments in July of that year. Now, if counsel want annual reports to substantiate this, I would obtain them, sir.

THE COMMISSIONER:

Exhibit 219.

RESUME AS PRODUCED IS MARKED  
EXHIBIT 219.

MR. GILL:

I might say, Mr. Commissioner, at

this time, that I would appreciate having those annual reports tabled for that particular company.

MR. WRIGHT:

Was that made an exhibit?

THE COMMISSIONER:

The resume was made Exhibit 219.

MR. CLEMENT:

Reference was made, sir, in the

speeches and report, and I think Exhibit 30 I think probably includes this also, to a mortgage granted by Alfred J. Hooke to Western Savings & Loan Association, in the amount of \$15,000.00, and charged on Lot N, Subdivision Plan 5322KS; being a subdivision of part of Northwest of 22 -- I will put in the first sheet of this mortgage, sir, and the rest of it is just a mortgage -- this because I would suggest it is salient information.



2-M-8

Production of Documents - Clement  
 J. H. Campbell - Clement Ex.

THE COMMISSIONER:

Exhibit 220.

FIRST SHEET OF MORTGAGE COVERING  
 PART OF NORTHWEST of 22, IS  
 PRODUCED AND MARKED EXHIBIT 220.

MR. CLEMENT:

The land, sir, Lot N containing

14.97 acres more or less, was subsequently transferred by  
 Mr. Hooke to Edward Wallace Ball for a consideration of  
 \$7,485.00, and I put in evidence the Transfer dated November  
 19th -- I'm sorry -- November 10th, 1960, and registered  
 as No. 2216MW.

THE COMMISSIONER:

Exhibit 221.

TRANSFER 2216MW, IS MARKED  
 EXHIBIT 221.

MR. CLEMENT:

I call John Campbell. Mr.

Commissioner, Mr. Campbell tells me that he suffers with some  
 disability with his leg, which makes it difficult for him  
 to stand for any period of time.

THE COMMISSIONER:

Certainly he may sit.

MR. CLEMENT:

Either that or I might clear this  
 table and he could sit here.

THE COMMISSIONER:

That would probably be better: I  
 can see him better from here -- rather than sitting down  
 there. I don't think I could hear him so well either if he  
 was below there -- just clear this table off and he can sit  
 right down here.

JOHN HOOK CAMPBELL, sworn, examined by Mr. Clement:

Q Mr. Campbell, you make your home in Edmonton?

A I do.



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J. H. Campbell - Clement Ex.

Q How long have you made your home here?

A 1920.

Q And what has been your occupation in the years?

A Quite varied -- from farms to management of property, to running garages, to trucking and building houses and planning.

Q Building houses and planning sounds like the two we are more particularly interested in.

A Yes sir.

Q At this moment, Mr. Campbell, I wish to deal with your interest in the Campbelltown development. I take it Campbelltown is the name selected by you initially to attach to this development?

A It was not selected by me at all.

Q Well, we will come to that, then. In any event, it's just this aspect of the inquiry, the Sherwood Properties or Campbelltown aspect I will ask you questions about now, and then we will come to the home-building aspect a little later, the Ideal Homes topic. Now, when did you first become interested in the development of something which might be described as a satellite town in the Edmonton general area?

A In late 1949 and early 1950 it became apparent to me that with the possibility of future development in the industrial row -- as they called it, with conversations and communications with Sherritt Gordon that there was going to be a need for additional housing in one form or another,



2-M-10

J. H. Campbell - Clement Ex.

A (Cont.) which was actually the beginning of the thought.

Q Well now, at this moment of time, what was your then occupation?

A I was employed and a partner in Ideal Homes, and building supplies.

Q And that was a partnership then, was it?

A Yes.

Q And that was a trade name under which you did house building?

A I made an error there to a slight extent, that I had been working on this thought previous to joining Ideal Homes, and when I joined Ideal Homes I informed them that I would retain this as my own personal.

Q Yes.

A And then I went to work for Ideal Homes in building houses and moving houses.

Q Keeping this interest of yours as a matter that you would be free to act in, in your own interests?

A Yes, definitely, right.

Q Well now, you have said that this thought occurred to you late 1949 or thereabouts?

A Yes.

Q And is it your recollection that in industrial development, that any industrial development had already occurred in the area roughly between Edmonton and the present Sherwood Park?

A Some of the major companies were negotiating, and it was in the papers, and they were negotiating with the Provincial Government and the Municipal District of Strathcona.



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J. H. Campbell - Clement Ex.

Q For land and the establishment of industry?

A For their plants.

Q So you say it was in the newspapers at that time?

A To the best of my recollection, yes.

Q Then, having formed this thought, Mr. Campbell, in 1949, what did you do about it?

A Being an entirely new field and being not too well acquainted with many of the difficulties, I made enquiries of many of the branches of the Provincial Government; also other people that had drawn townsite plans, and contacted some officers, some of the officers of Sherritt Gordon and of Canadian Celanese, over a period of time, until the formulation of the idea became more solid.

Q Now, as a matter of interest, what would you be discussing with officers of Sherritt Gordon or the Chemical Plant?

A As to how many employees they would have, as to how they would be transported, as to where they would desire them to be living.

Q Did you have in mind that one townsite might serve both industries?

A Definitely.

Q Did you have a location tentatively in mind at that stage?

A Only the area between -- somewhere between Bremner or the site of Canadian Celanese, from there to Fort Saskatchewan.

Q That's about how many miles in scope?

A About twelve miles.

Q Somewhere just in the twelve miles?



2-M-12

J. H. Campbell - Clement Ex.

A In that area, yes.

Q That was your original concept. What were your discussions with the Ministers and Officers of the Crown, and in particular, whom did you have discussions with?

A I first contacted N. E. Tanner.

Q As I recall it, he was Minister of Lands and Forests -- Lands and Mines, at that stage?

A Yes. I happened to know him is why I contacted him, and he said he didn't know who I should go to, but he sent me down to Mr. Maynard, then the Attorney-General, and Mr. Maynard -- .

Q Just excuse me -- you saw Mr. Tanner, for what purpose?

A To find out where I could go and to what departments I should go in connection with the possibility of a townsite.

Q Oh, yes.

A He sent me to Mr. Maynard -- .

Q What portfolio did Mr. Maynard have?

A Attorney-General, and he said he didn't know anything about townsites, but the man I should contact would be the Minister of Economic Affairs and Industrial Development.

Q Yes?

A Which he sent me down to Mr. Hooke.

Q Yes?

A Who actually was my first contact --- Mr. Hooke called the Deputy in, Mr. Moore, and I believe Ralph Moore was his name -- and he more or less turned me over to Mr. Moore -- .

Q Well, I was just going to ask you, Mr. Campbell, before you



2-M-13

J. H. Campbell - Clement Ex.

Q (Cont.) got turned over to Mr. Moore, what discussion did you have with Mr. Hooke?

A Just very briefly outlining --- as I told you previously there -- that I thought there was going to be a need for the -- of housing for the employees of these here plants, and that it might consist of -- being a matter of erecting housing, or it could be even a matter of a townsite. As to the location, that was not discussed, it was only the need.

Q Very well; and then, what passed between you and Mr. Moore?

A Mr. Moore then went into quite detail about it, and called in people from other branches that were connected with the industry, and the needs, and that was about it at that time.

Q Do you recall who was called in?

A I believe Mr. Moore called Mr. Martin -- who, I think, was in industrial development -- I'm not too sure -- but I know he had something to do with development.

Q Yes, Mr. Martin does, and still has, I think; and about what period of time was this?

A I would say it was the late 1950 -- or early '51 -- I'm not too positive. That's quite a while ago, sir.

Q Are you clear in your mind that Sherritt Gordon had established its plant at Fort Saskatchewan at that time?

A They had not established, no.

Q Oh -- .

A No, I don't think so, to my recollection. I think they were just negotiating and starting -- formulation of their plant.

Q I see. Well then, what progressed after that?



2-M-14

J. H. Campbell - Clement Ex.

A Very difficult to say, or to enlarge upon; it was something that was entirely new. I had to contact various people, lots of them, in all branches of life, to find out what consisted of a townsite. I had never built a townsite, and nobody else had. It meant finding out and getting surveys and estimates from surveyors, and the availability of transportation setup --- suitability of being located between -- or near highways -- for transportation; there would be a lot of people settling in there that weren't just concerned with the plants -- also water, sewer, all utilities -- and as to the particular -- the sewage. There is plenty to do for a couple of years, I might say.

Q You got an insight into what town planning means, did you?

A Yes, that's it.

Q Well, Mr. Campbell, may I bring this to -- let's say, a focal point? With the reference to Exhibit 159, if I may have it -- 159 is a document in the nature of a letter of application to the M.D. of Strathcona, and dated November 9th, 1951. You recognize your signature?

A Yes.

Q An application proposing a townsite on the whole of Section 27 of Township 52-23-West of the 4th. Now, what had transpired that led up to your making that application? How did it come that by that time you had crystallized the location to Section 27?

A I had looked at the areas from Fort Saskatchewan following the river, on both sides, and following -- because the river



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J. H. Campbell - Clement Ex.

A (Cont.) had the big basis, as you might call it, of where you would locate, because the river took in the problem of water and sewage; and from Fort Saskatchewan practically to Devon I traversed over that area looking for various sites, and some that I thought were fairly suitable -- and after discussion with Mr. Holloway, for example, on one side, and other people on other sides, and then surveyors, different surveyors, there was an obstacle at all times as to treatment plants, if it was above the city, and as to treating of the water if it was below the city; these created such a financial blockade, as you might call it, that it was impossible to even consider them; and upon looking the area out, east of town, which area was suggested to me by John Gordon Mitchell of the Celanese Plant -- and sizing it up with the help of surveys, it appeared very logical as to water and as to sewer, very ideally located in between Highway 16 and Highway 14 for transportation, with the main travelled road as they call it, the Wye Road running in front of it, and to all appearances it was the answer to where you would locate a townsite geographically.

Q Did you have assistance from Mr. Holloway in selecting this section?

A Not in selecting it, I would say, no, but as to his comments for and against, yes.

(Adjourned at 11:15 a.m.)



3-P-1

E.E. Wilson - Wright Ex.

MR. CLEMENT:

Mr. Commissioner, with your

permission I will call Mr. Wilson who will answer any questions Mr. Wright may have with respect to the further examination of the main file.

THE COMMISSIONER:

Mr. Wilson.

EDWIN EUSTON WILSON, recalled, examined by Mr. Wright:

Q Yes Mr. Wilson, thank you for producing the main file, it is clear that there is a complete gap in the correspondence and memos and so on after the 9th of July 1942 and until 1944 which might show why that decision to discontinue the Treasury Branch at Rocky Mountain House was rescinded?

A This is it.

Q But, from the perusal of the entire file it is clear that apart from the occasions when the lease had to be renewed, when of course the registered owner would have to be contacted, it was Mr. Hooke that was dealing with the matter throughout?

A I beg your pardon sir, you haven't read that in the file.

Q Pardon?

A I say I have just made the file available to you, this isn't so, this isn't the way the file reads. The correspondence, the letters and correspondence is from Mrs. Hooke. The only reference to Mr. Hooke is where Mr. Olive, I think it is, wrote and referred to Mr. Hooke which appears to be an error because the lease has been with Mrs. Hooke right throughout the file and the correspondence has been with Mrs. Hooke.



3-P-2

E.E. Wilson - Wright Ex.

A (cont.) There are two letters with a pencilled note making a reference to Mr. Hooke.

Q Yes, are you suggesting that the only reference to Mr. Hooke is where he is stated to be the owner in error?

A In error, correct.

Q That is the only real reference?

A That is the only real reference.

Q Have you read the file Mr. Wilson?

A I have gone through the file for a second time just now.

Q I don't want to belabour the matter but, for example, look at item 27. You have the original file there?

A I have the original file.

Q All right, that is a memorandum from Mr. Stacey, the superintendent of buildings to Mr. Hooke dated the 30th of November, 1944. Do you find that?

A From Mr. Stacey to the Honourable Mr. Hooke, this is correct.

Q Perhaps you would read that, please?

A "Attached is copy of letter from the Manager of the Treasury Branch at Rocky Mountain House. We hope that you will be able to have these premises cleaned up at an early date."

Q Yes, and that is a letter from Mr. Stacey to Mr. Hooke?

A This is correct.

Q Yes, so obviously Mr. Stacey has been dealing with Mr. Hooke?

A Not entirely, not all the way through, there is correspondence here with Mrs. Hooke.



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E.E. Wilson - Wright Ex.

Q Oh I quite agree, yes.

A Thank you.

Q Yes there is, but you said Mr. Hooke had no part in it --

A No.

Q -- apart from one place where he is mentioned in error, and

--

MR. MAYNARD: Mr. Commissioner, I understood the witness to say there were two references to Mr. Hooke in the file.

Q MR. WRIGHT: Item 31 of the 13th of June, '45, also from Mr. Stacey to Mr. Hooke, perhaps you would read that out?

A "Attached please find correspondence from Mr. Hooke --"  
Is this the one?

"-- regarding this Department paying for electric lights supplied in his building, used as a Treasury Branch, at Rocky Mountain House.

At the present time we are paying Mrs. Hooke--"

Q Yes, well he refers to correspondence with Mr. Hooke at that point, doesn't he, then he says what they are paying Mrs. Hooke but there is another letter, number 30 in your file of the 13th of June '45 from Mr. Stacey to Mr. Hooke? Perhaps you would read that out?

A Yes.

"In regard to this branch assuming the charges for electricity supplied in your building at Rocky



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E.E. Wilson - Wright Ex.  
 - Maynard Ex.

A (cont.)

Mountain House, before going any further I am taking this matter up with our Deputy Minister.

I am returning the electric light account to you as I feel that you should pay this in the meantime, until we come to some definite decision. I doubt very much if we should assume this responsibility and thus increase our rent without the consent of the rental control. However, you will, no doubt, hear from Mr. Monkman in this matter."

Q And then this morning you told us that there was a memo that Mr. Olive was asked to go to Rocky Mountain House by Mr. Hooke and did so?

A You drew my attention to the memo which was on file.

Q Yes, so perhaps you will agree that as to the day to day running of the place, there was considerable communication between the Superintendent of Buildings and Mr. Hooke?

A If four letters constitute considerable I will have to agree.

Q And correspondence throughout is referred to in these letters which you can't find Mr. Wilson?

A Which is not on file, correct.

Q Yes.

THE COMMISSIONER: Mr. Maynard?

MR. MAYNARD EXAMINES THE WITNESS:

Q Mr. Wilson, you have referred to four letters on this particular file?

A I haven't --



3-P-5

E.E. Wilson - Maynard Ex.  
 - Wright Ex.

Q In which reference --

A -- counted them the amount of letters but from memory I would say there is about four letters addressed to Mr. Hooke or, correspondence addressed to Mr. Hooke and not Mrs. Hooke.

Q It looks like a pretty voluminous file, how many letters or memorandums or documents would be on the file, one hundred or one hundred fifty?

A Oh I would say considerably more than that.

Q Considerably more than that?

A Yes.

Q Fine, that is all thank you.

MR. WRIGHT FURTHER EXAMINES THE WITNESS:

Q Yes, and these memoranda are interdepartmental memoranda?

A This is correct.

Q Very few are from Mrs. Hooke?

A Oh, I think to the contrary, I think there is more correspondence to Mrs. Hooke, considerably more than there is to Mr. Hooke.

Q I am afraid we are getting bogged down in detail, My Lord. Perhaps the file should be left and made an Exhibit and if anyone is interested they can look at it. It can be returned at the conclusion of the hearing.

THE COMMISSIONER: Is this a Government file?

A It is a Government file.

THE COMMISSIONER: Are there copies of it?

A There are only copies of those things which were considered



3-P-6

E.E. Wilson - Wright Ex.

A (cont.) pertinent documents.

THE COMMISSIONER: Do you want this file, Mr. Wright?

MR. WRIGHT: My Lord, it could be kept here, it is an old, old file until the conclusion of the Inquiry and if nothing but the copies which are already in evidence are needed it can be returned then.

MR. MAYNARD: Mr. Commissioner, the only problem I see about submitting an entire file of this nature as an Exhibit, it forces a burden on every other counsel here to go through the file and find out what it is all about. Mr. Wright has made specific references to certain documents and I see no objection to those particular documents being submitted as Exhibits but, I suggest that to submit the entire file simply because Mr. Wright may want to refer to it later on, he has had no difficulty whatsoever in having access to any file he has asked for. If he wants to refer to the file again or if he wants any document produced then he will have access to the file at anytime, to produce any document he wishes. I think it is burdening the Commission unduly with the number of Exhibits and documents that are not necessary.

THE COMMISSIONER: Mr. Clement?

MR. CLEMENT: Mr. Commissioner, there is one point which has been in my mind with respect to this general marking of files and that is this; at some stage it might be that a document will be brought out of a file so marked, upon which no examination has been made of the witness



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E.E. Wilson - Wright Ex.

MR. CLEMENT: (cont.) producing the file, no explanation given in testimony and then an argumentative position is taken in respect of such a document which I think is hardly a fair procedure. If counsel had had the opportunity of looking through all these files and if they require more time, then of course they should be given more time but to mark a file and then expect to be at liberty to refer to any document which has not been touched on in evidence seems to me to be carrying the matter rather far.

THE WITNESS: Mr. Commissioner, may I speak? I am rather concerned about leaving Government files because we have had previous Inquiries where we left Government files and when we got them back, I am sorry to say that the files were not complete and it has caused considerable trouble to the Government because these files were left and not returned in the state when they were left.

THE COMMISSIONER: I think what we will do in this case, I will have this file tabled here and it will be available for examination by counsel during the adjournment this afternoon and if there are any specific documents in that file that he would like to have filed then we will put them in as an Exhibit.

MR. MAYNARD: Copies of them.

THE COMMISSIONER: Or, copies of them. So, we will have the file tabled on that basis for further examination by counsel.



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E.E. Wilson - Wright Ex.

MR. CLEMENT: Does that apply sir, if there are documents that are tendered as evidence, following this course and those documents haven't been spoken to by Mr. Wilson, perhaps counsel is entitled to have Mr. Wilson back to explain this.

THE COMMISSIONER: Well yes, certainly any document, it is an elementary rule of evidence, that any document going in has to be identified specifically by some witness so that the significance is on the record. So, if we find it necessary to recall Mr. Wilson why, we will call him back.

MR. GILL: Mr. Commissioner, I would like to point out what Mr. Wright adduced from the witness Mr. Wilson that certain portions of the file appear to be missing. I would like your direction sir to Mr. Wilson to search further to see if those portions can be found. There is a whole period missing.

MR. FRIEDMAN: Mr. Commissioner, I think the evidence adduced by Mr. Wilson was that there weren't any memoranda between certain dates. I don't think Mr. Wilson has the knowledge to say whether or not there was any information missing from the file.

THE COMMISSIONER: No, I don't think we should imply anything is wrong with the file without any knowledge that there is. Have you searched the file and are you satisfied that that represents the --

A Mr. Commissioner, I can assure you that I have not only



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E.E. Wilson - Wright Ex.

A (cont.) searched the file and the filing rooms for all files pertaining to this, I have contacted the various people who have had occasion to use the file, I have contacted the Legislative Clerk, I have contacted the Purchasing Department with reference to leases which are not there and the answer I got from the Purchasing Department was that we destroy our files at the end of five to seven years, according to the type of file. I have done everything in my power to produce every document relating to this or any of the other subjects coming up.

THE COMMISSIONER: Thank you Mr. Wilson. The record certainly doesn't imply because documents are missing in such and such a date that there have been documents removed, it just indicates there are no documents there in the absence of any other explanation. So, that file will be tabled and will be available for all counsel over this afternoon adjournment and if there are any documents you would like to have put in why you can call Mr. Wilson, have them properly identified and copies made of them. So Mr. Wilson, you will be subject to recall if necessary and if you are not required the file will be returned.

A Thank you.

MR. CLEMENT: Mr. Commissioner, I am putting that file in Mr. Short's hands.

(THE WITNESS STANDS DOWN)

THE COMMISSIONER: Now, recall Mr. Campbell.



3-P-10

J.H. Campbell - Clement Ex.

JOHN H. CAMPBELL, recalled, examined by Mr. Clement:

Q Mr. Campbell, we had turned to Exhibit 159, the application which you signed on November 9th, 1951 addressed to the Municipal District of Strathcona and you had started to say what help Mr. Holloway had given you in coming to a selection of this particular area for a townsite and, as I understood your evidence it was to the effect that he had acted as a critic, you might say of various areas that you had in mind?

A Right.

Q Now, how was it that Mr. Holloway came to give you some assistance in this?

A Upon approaching the Department of Economic Affairs, Mr. Hooke and Mr. Ralph Moore, it was suggested that I contact Mr. Holloway and Mr. Holloway I do believe was the only man that I know of and I think the only man that has ever drawn a townsite plan up which was the Town of Devon, therefore he was quite familiar with all the good points and all the bad points in town planning regarding a townsite.

This is the reason Mr. Holloway, that I was sent to Mr. Holloway and the reason Mr. Holloway was the critic as we might call it in suitable location.

Q What was your understanding of Mr. Holloway's position at this time in the fall of 1951?

A I don't recollect it.

Q He was a Civil Servant?

A He was a Civil Servant but in trying to develop a townsite I



3-P-11

J.H. Campbell - Clement Ex.

A (cont.) think the only place you could turn to would be the Provincial Government, which is what I thought and their reference to the best suitable man was Mr. Holloway and outside of that I had no thoughts regarding it.

Q Yes. Did Mr. Holloway assist you in the preparation of that Exhibit?

A We talked it over to quite length and I couldn't tell you how much he assisted me, I know all through the whole project he assisted me a great deal because I was totally unaware at the very beginning as to how you build a townsite or what you do and with his experience in Devon he certainly had a wealth of knowledge that I didn't have.

Q Were you aware that approvals had to be obtained in principle as to sites and then after that as to subdivision development?

A Yes I was aware of it, I became aware of it as I progressed along.

Q I see. In the initial stages prior to Exhibit 159, had that been, had you been conscious of that?

A It had been -- as to whether I was conscious I wouldn't want to tell you.

Q At this time when you were browsing around the countryside from Fort Saskatchewan to Devon?

A No, I think to my recollection I do believe that the first obstacle was the Municipal District of Strathcona and on developments like this you don't project too far into the future, you take each step as it comes to you.



3-B-1

J. H. Campbell - Clement Ex.

Q I didn't gather that the Municipal District of Strathcona was proved to be any particular obstacle, Mr. Campbell?

A They didn't, but I did not know that previous to the submission.

Q I see, they had to be dealt with as far as the site was concerned, is that what you mean?

A That's right.

Q Tell me, as a matter of interest, how it came that you carried your explorations as far west as Devon, that is explorations for a site?

A It is not a very far cry from Devon with the mode of transportation we have today to this area here, and it being on the same side of the river, transportationwise you by-pass the City, and your communication is not too difficult. For example, sir, may I add this to assist you, that I had one site I thought was very likely out by the Horse Hills area, but then transportation was such a factor that it was impossible even to consider it.

Q Correct me on this, Horse Hills is on this side of the river?

A This is right.

Q East and north?

A On the other side of the Oliver Institute.

Q Yes?

A And there was no Beverly Bridge, that bridge, whatever they call it, I call it the Beverly Bridge, some other bridge I guess.

Q Oh, you mean the one on the extension of 118th Avenue?



3-B-2

J. H. Campbell - Clement Ex.

A Yes, there was no bridge there at that time, transportation from the townsite in that area would have to be located through the Dawson Bridge, which made it very unfeasible.

Q Yes. Then, coming back again to Exhibit 159, Mr. Holloway suggested that at least he might have helped you in the organization of the material in it; do you have any recollection of that?

A Mr. Holloway helped me very much all the way through with his knowledge, but as to thinking back seventeen years ago now, I couldn't tell you just what he assisted me in and what he didn't.

Q The document I have reference to I think refers to a plan, an outline plan I believe it has been described; was such a plan prepared in your recollection?

A This is very very difficult unless I saw the plan. There were so many plans made, I can assure you, there were so many plans drawn up that as to saying a plan, this plan, I wouldn't want to say.

Q Paragraph number 6 on page 2:

"The main outline of the system of subdivision which we have in view are shown on the plan herewith."

My inquiry really is this, Mr. Campbell; do you have a recollection as to whether or not Mr. Holloway prepared the plan referred to there?

A I do believe, I do believe he did.

Q Yes, and did he make any charge for services?

A No, none whatsoever.



3-B-3

J. H. Campbell - Clement Ex.

Q Now, up until this point, we are now at November of 1951, had you had any dealings or discussions with Mr. Hooke in connection with this proposed townsite?

A I believe there were questions that I asked him in his Department regarding Departmental affairs, but then as to the location and that, no.

Q The reason that I ask, Mr. Campbell, is this:

"On behalf of myself and my associates I hereby request your approval of the proposed townsite project . . ."

and so on, and Paragraph 1:

"Location: proposed site comprises the whole of Section 27 . . ."

Now, on what foundation did you rest your application in respect of Section 27, had you some understandings or some agreements with the several owners involved in that section?

A None whatsoever at all. First, as far as I was concerned, what would be the sense of trying to make any, such as securing options or anything else from any of the land owners, until you knew whether the proposal was feasible or not? This other always can be handled, every person has a price on their land, and the land price out there did not seem to be out of range; therefore it was unnecessary to make any other proposals or any proposals to the land owners. First it was necessary to see whether the Municipal District of Strathcona were in favor of the proposal.

Q Yes. That opening sentence of Exhibit 159 that I read refers to "associates"; who did you have in mind when that



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J. H. Campbell - Clement Ex.

Q (Cont.) was written?

A Myself and my associates, well, at that time that would be projecting into the future because I had nobody but myself. My associates would be the associates, providing the plan and everything went through and that, and I secured a financial developer, that would be my associates.

Q I see, so that reference to "associates" was a hope for the future then?

A This is true.

Q Now, having, let's take that date, November 9th, 1951; had you had discussions with the Council of the M.D. of Strathcona or any of its officers up to that time?

A None whatsoever.

Q None?

A None whatsoever.

Q So that this came upon them cold, as you might say, this Exhibit 159?

A Very definitely.

Q Did you present this in person at the meeting at which it was considered?

A I couldn't answer that, sir, I do not remember. I just couldn't answer that, whether I mailed it or whether I submitted it, whether I was there, I don't know, but I don't remember ever being at the meeting.

Q At the meeting at which this was considered?

A No, I don't remember that at all.

Q Well, what is the next step as far as your recollection goes?



3-B-5

J. H. Campbell - Clement Ex.

Q (cont.) After having got that in the hands of the Municipal District, what was the next step in your recollection?

A Our next step was to draw a suitable plan up or have the M.D. submit whatever plan they had decided on was suitable for them, and this plan, I don't know whether they accepted the plan I submitted with this or a later plan, this I don't remember; but the submission from there on would be from the Municipal District of Strathcona, not from John H. Campbell.

Q Well, the evidence is that the Municipal District of Strathcona submitted it to the Edmonton District Planning Commission?

A Yes.

Q Now, did you deal with the Edmonton District Planning Commission at all in the time from the fall of 1951 until this outline plan was approved in principle?

A The only time I dealt with them was when they were dealing with the proposal, which dates I don't remember, but whenever they were having this particular submission of the M.D.'s under discussion I was there for questioning, to give any advice or anything they wished to ask.

Q Well, Mr. Campbell, the matter was dealt with in principle and approved in principle at a meeting of the Planning Commission in September of 1953?

A Yes.

Q And I would like you to cover in such detail as you can the interval between 1951 and 1953; do I understand you to say



3-B-6

J. H. Campbell - Clement Ex.

Q (Cont.) that your initial plan which accompanied Exhibit 159 had been modified during that time?

A It is very difficult, sir, for me to say and to try and recollect back for this reason, that when this development had been turned over to Trowbridge and Associates I kept the data and information for a period of time of eight or nine years, and I did away with it, and as to recollect it back as to what actually happened from '51 to '53, I couldn't say.

Q Well, the evidence has been that you or, you initially and then your company, Cam-Del, had control of this situation until, I think it was June of 1955, in which you made a deal with Trowbridge?

A Yes.

Q So that this period of time then was your own, so to speak; you were dealing and operating and trying to obtain financial backing for it, is that correct?

A Right.

Q Yes. Then to come back and try to piece together the details of the story, you don't have a recollection of, a specific recollection of your original plan being changed between November of '51 and September of '53?

A I recollect there was a Counts' plan submitted which was not really accepted by the Council of Strathcona because it was an altogether different type of plan on the grid form pattern.

Q On the what?



3-B-7

J. H. Campbell - Clement Ex.

A Grid.

Q Yes?

A Grid form, in other words applying a square line regardless of contours or anything else.

Q Oh, yes.

A And not conforming to the contour of the land but conform to a square line pattern.

Q And who is Mr. Counts?

A Mr. Strong, Mr. Peletier, Mr. Lowe formed what I believe was called Rainier Development or Rainier Company Limited, who knew that I was having difficulty in obtaining finance or a developer, a financial developer, and they wanted to know if they could have a period of time in order to endeavour to secure this financial developer, which I agreed to, a period of time.

Q In your recollection when were you first approached by Mr. Counts or Mr. Lowe, if that is the more appropriate name?

A Excuse me, sir, the termination was February 17th, 1955, and I would say it would be six months previous to that.

Q That you had heard from Mr. Lowe in the first instance?

A Yes, that this Mr. Counts or Rainier Development Corporation Limited were going to begin to see if they could obtain a financial developer.

Q I see.

A This is the release from that contract. (Producing document)

Q May I have this marked then, sir, an instrument dated February 17th, 1955 in the following terms:



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J. H. Campbell - Clement Ex.

Q (Cont.) "To whom it may concern: This letter cancels all previous negotiations, letters and contracts with Rainier Development Corporation Limited and any or all its associates."

Now, would you identify the signatures to it?

A Well, this I believe is Ronald A. Peletier, this is Phillip Lowe, and that is Frank Young.

Q And then this is a notification by those people in effect to you that they were through?

A This is right.

THE COMMISSIONER:

Exhibit 222.

NOTICE OF TERMINATION, FEBRUARY  
17th, 1955, TO CAMPBELL, AS  
PRODUCED, MARKED EXHIBIT 222.

Q MR. CLEMENT: It was during that period of time culminating about February of 1955 that the Counts' plan of the development was taken under consideration by the Planning Commission?

A I believe this is right.

Q And who did you next deal with?

A I endeavoured to find a developer. I approached McNamara of McNamara of Toronto; and from them I had approached the developers of the Don Mills Development, which was the E. P. Taylor group, and had met with a lot of encouragement by the E. P. Taylor group, but they had so many projects on hand that they couldn't handle it; and I contacted Mr. Heard and Company in Wall Street, New York; and then eventually this Mr. Trowbridge appeared, as was outlined by



3-B-9

J. H. Campbell - Clement Ex.

A (Cont.) Mr. Bryan this morning.

Q These names you have mentioned, nothing came of your contacts with them?

A Nothing at all.

Q So then you make, you finally do come to terms with Mr. Trowbridge?

A This is right.

Q Now, what had you been doing, you or the Cam-Del Company, been doing in this interval of time in the way of land acquisitions, that is from November of 1951 up to let's say to September of 1953 or later?

A I had acquired, in the intervening period I had acquired the options, I do believe, on fifteen different farmers I think it was; and having the options I felt secure then in looking for a financial developer.

Q I show you, Mr. Campbell, Exhibit 132, which is a Caveat, I take it signed by yourself?

A Yes.

Q And by which an interest is claimed under an option of April 4th, 1953, made between yourself and Mr. Hooke?

A Yes.

Q Would you deal with that option now, please; when did you first see Mr. Hooke with a view to seriously acquiring an interest in his quarter?

A I can't give you specified dates but I know it was after, it was only just very shortly preceding this Caveat date and the option date, they were approximately the same time in



3-B-10

J. H. Campbell - Clement Ex.

A (Cont.) there, and that I had contacted Mr. Smeltzer, Mr. Verbetsky, and then Mr. Hooke.

Q There is a Mr. Hunter involved in this section too, was there not?

A Yes, and Mr. Hunter was not contacted until a little later date because his land, although it could be used, was, would not be in the form of progress development due to the terrain until the townsite had developed right completely to the northwest of Mr. Smeltzer's land.

Q I see.

A And it would be that the terrain was so that the sewer had to go out and then come back into Mr. Hunter's land, so that therefore it was not so important at that time.

Q Do you have a copy left of the option referred to of April 4th, 1953?

A All of those things were in Mr. Bryan's offices and whether he turned them over to Trowbridge and Associates or what I couldn't tell you; I never kept any of the records, they were all kept at my barrister's office.

Q Yes. Were you dealing with Smeltzer and Hooke and the others all at the same time roughly speaking?

A Practically within a day or so I would say I was contacting them all.

Q I see, and were the options that you were offering them much the same?

A Very, very much, I don't think there was any difference.

Q In price I am talking about.



3-B-11

J. H. Campbell - Clement Ex.

A In pricewise, it ranged from \$350.00 up to \$600.00 and \$700.00, depending upon whether you could get it or whether you couldn't get it. You are dickering and trading and that's it. A man sets a price and that's it, if you want to meet it, all right, if you don't want to meet it, well, you can't dicker with him and you can't come to an agreement.

Q Was there any of this in it that one parcel of land might in the projected subdivision have more value than another parcel?

A This we knew but not the owners of the land.

Q I see, so that you had a little leeway there at times in your bargaining?

A Yes, certainly.

Q And was Mr. Hooke associated with you in any way, had you any special deal with Mr. Hooke when you got the option from him?

A I don't quite understand the question?

Q Was the option the whole of the transaction that you had with him, no side deals that he would help you in some way?

A None whatsoever.

Q I see. Was he, did he appear to you to be anxious to dispose of his land?

A Anything but.

Q Why do you say that?

A Because he didn't want any part of the option, he was quite determined that he didn't, as far as he was concerned, that he didn't want to sell the land or option it out.



3-B-12

J. H. Campbell - Clement Ex.

Q I see.

A And I had one of the Councilors, Mr. Adamson, and myself visited, I can't quite tell you the date, visited Mr. Hooke prior anyway to the option, and he, Mr. Adamson, was telling Mr. Hooke how necessary this thing was as far as the Municipal District of Strathcona was concerned, if they were desirous of having this townsite.

Q And did they say why they wanted, did you know what was in the Councilors' minds when they took that view?

A I couldn't tell you what my recollection is as of now and what my recollection is as of then, I don't know, but I do know that they wanted it due to the possibility of annexation, this is about all I do know.

Q Well then, do you recall, Mr. Campbell, whether this option that you obtained from Mr. Hooke excepted, took out of his quarter section twenty acres or forty acres?

A I am under the impression, sir, that the first option read one hundred and twenty acres with forty acres being left out.

Q Yes?

A But I am not positive of what the final option in '55 was for, one hundred and forty acres with twenty acres being left out.

Q Yes, well, you are speaking then of the option that is referred to in Exhibit 133?

A I think this is the document all right.

Q The option referred to in that Exhibit is an option to purchase, dated April 20th 1955, made between Alfred J. Hooke



3-B-13

J. H. Campbell - Clement Ex.

Q (cont.) as vendor, John H. Campbell as purchaser, which option to purchase was duly assigned to Cam-Del Co. Ltd.; now, can you recall any of the circumstances surrounding that option? This is one in which you say some of the original terms were changed? Well, what I am coming to, Mr. Campbell, is this; were you at this time dealing with Mr. Trowbridge?

A I believe so.

Q Do you have any recollection?

A I cannot swear to it sir.

Q Yes.

A I couldn't swear to the dates at all, I think the dates could be procured on that, but I have no actual recollection of the dates.

Q Do you have a recollection as to why another option should be taken at that time?

A Well, only that Mr. Trowbridge wanted changes, and if there was any changes he wanted changes in the options and the terms of the options.

Q Yes?

A I actually didn't but I understand that he did.

Q I see, and he was your hope for taking over the project and financing it?

A Well, I had agreed that anything I could assist him in in the furtherance of this project, that I would do so; and I think, if my memory serves me, is that he wanted these options changed and he wanted to know if I would contact



3-B-14

J. H. Campbell - Clement Ex.

A (cont.) these various farmers that were concerned in this project.

Q Yes. What is your recollection about coming to a deal with Mr. Trowbridge, do you recall now when it was made?

A It was in the wintertime, and the late winter, but the exact month or date I don't remember. It is actually on the records but I don't remember it.

Q Do you recall making a trip to Colorado Springs?

A Yes, it was later.

Q Oh, I see, you are speaking of the first, your first negotiations with Mr. Trowbridge?

A Yes.

Q What I am coming to now is the time at which the deal was completed; was that at a meeting at Colorado Springs?

A I think that was the final, yes.

Q Well, do you recall who accompanied you to Colorado Springs?

A Mr. Hamilton, now deceased, of Winspear Hamilton; and Mr. George Bryan.

Q Yes, and you had been negotiating for terms with Mr. Trowbridge up to that trip, had you?

A Yes, yes.

Q And you did settle on a deal with him when you were down in Colorado Springs?

A Yes.

Q And what was the net effect of that deal, Mr. Campbell, as a result of it what happened?

A Well -



3-B-15

J. H. Campbell - Clement Ex.

Q I mean did you have -

A You mean what happened to my position in this project?

Q Yes, in respect to Sherwood Park?

A They paid me so much money down and a percentage basis on all lots that were sold from then on, and took over the deal entirely.

Q You say "took over the deal entirely"; does that mean all the options you had acquired or Cam-Del had acquired?

A Everything.

Q And there is some evidence that you came into a development agreement with the municipality in respect to this townsite; would that be taken over too?

A Yes, everything, all documents, papers, options, everything.

Q He just took over your position, did he?

A That's right.

Q We haven't got any specific information about the development agreement with the M.D. of Strathcona; do you have a copy of that in your possession?

A No, I have no copy of it. The development agreement with the County of Strathcona would be turned over with all my papers and would be taken over by Mr. Trowbridge.

Q Yes. Well then, since the deal with Mr. Trowbridge, which the evidence indicates was I think June of 1955, have you had anything of an active nature to do with the Sherwood Park development, or has it been merely a matter of Trowbridge and Associates accounting to you for sales?

A Practically that would be the end of it, that they, when



3-B-16

J. H. Campbell - Clement Ex.

A (Cont.) they took over; but if there was any little advice or anything I could give them on it on procedures insofar as helping them with consultation with the M.D., for example, or with the previous engineers and that, but practically nothing to amount to anything, just they paid in the revenue that I was entitled to each and every month, and that was all.

Q Yes. In this period, and let's take the whole of the period from November of 1951 until June of 1955, did you call on Mr. Hooke to help you in forwarding your plans for development?

A To assist me -

Q In any way?

A - in having plans finalized in any way?

Q Yes?

A No.

MR. WRIGHT: That was not quite the question.

MR. CLEMENT: I beg your pardon?

MR. WRIGHT: That was not quite the question.

MR. CLEMENT: Well, repeat the question, please?

THE REPORTER: (By reading)

"Yes. In this period, and let's take the whole of the period from November of 1951 until June of 1955, did you call on Mr. Hooke to help you in forwarding your plans for development?

A To assist me -

Q In any way?

A - in having plans finalized in any way?

Q Yes?



3-B-17

J. H. Campbell - Clement Ex.

THE REPORTER: (Cont.)

A No."

Q MR. CLEMENT: You have already indicated that there were some approvals to be obtained for various kinds of plans necessary to this development; the first one involved the Municipal District of Strathcona, and from there to the Planning Commission?

A Yes.

Q And it was essential to get this project off the ground that the matter be approved in principle, that an outline plan be approved by the proper authorities; and finally a subdivision plan within the outline plan should then be approved by the proper authorities?

A The plans' course as far as I was concerned was that a tentative outline plan be approved in principle and signed by the signing, proper signing authorities, because the subdivision plan would be a tentative plan only, it could not be a final plan until the developer has gone over it and over the ground and placed the map in, that is to see whether that map actually conforms with the ground.

Q Did you ask Mr. Hooke to use any influence on the Edmonton District Planning Commission in order to approve any of the plans involved?

A Definitely not.

Q Did you ask him to, did you ask him at any time to see that any of the plans involving Campbelltown or Sherwood Park got past the Director of Planning for the Province?



3-B-18

J. H. Campbell - Clement Ex.  
- Gill Ex.

A No sir.

Q Or the Provincial Planning Appeal Board?

A No sir.

THE COMMISSIONER: Mr. Gill?

MR. GILL EXAMINES THE WITNESS:

Q Thank you. Mr. Campbell, would you say that your occupation from 1951 until 1955 was that of a promoter?

A Land development promotion, yes, I would.

Q Did you do anything else other than promote Sherwood Park?

A Yes, I was Manager of Ideal Homes and Building Supplies Limited for a period of that time.

Q When did you become Manager of Ideal Homes and Building Supplies Limited?

A I haven't it here but I could procure it for you, the exact date, sir.

Q Would you do that?

A Yes, I can do it.



3-M-1

J. H. Campbell - Gill Ex.

Q Can you give us an indication of what year it was?

A I believe it was '51, Mr. Gill.

Q The spring, summer or fall?

A Early summer.

Q Early summer. That would be -- ?

A May or June, yes, I think, to the best of my knowledge, I think.

Q And you say you were manager of that company?

A Yes.

Q Were you a shareholder of that company?

A Yes.

Q Were you a director of that company?

A Yes.

Q And in May or June of 1951 who were the other shareholders?

A H. Spady, and C. Hooke and A. J. Hooke.

Q Who is H. Spady?

A Harry Spady is a brother-in-law of Mr. Hooke.

Q And who was C. Hooke?

A Brother of Mr. Hooke.

Q What was his first name?

A Chris.

Q And A. J. Hooke, the gentleman that we have got this inquiry concerning -- is that right?

A Yes.

Q And I notice your middle name is "Hook", is it?

A Yes.

Q Are you a relation by blood or marriage to A. J. Hooke?



3-M-2

J. H. Campbell - Gill Ex.

A Nothing in any way or respect -- previous generations or not.

Q That is just an accident, is it?

A Yes; he spells his with an "e" and I spell mine without the "e".

Q How do you explain the fact that you are with three family members in Ideal Homes, and you weren't related?

A I don't even try to explain it. They approached me and let me know --- who was in it, and because I was building houses at that time and having -- and so on and so forth -- they requested and asked me if I would come into the company on account of the little bit of knowledge I had.

Q Who approached you?

A Mr. Spady and Mr. Hooke.

Q Which Mr. Hooke?

A A. J. Hooke.

Q When did they first approach you?

A I don't know; it was late '50 or early '51; I wouldn't want to say.

Q And what were you doing at that time?

A Building houses.

Q For whom?

A John Campbell.

Q As an individual proprietor or a company?

A Just as an individual.

Q And where were you building these houses?

A In Edmonton.

Q I see, and in what area?



3-M-3

J. H. Campbell - Gill Ex.

A Avonmore, I believe they call it.

Q And how long had you been doing that?

A Three or four years.

Q Before that you had been in the garage business?

A Yes.

Q Had you known Mr. Kaplan?

A Not to my knowledge.

Q He was in the automobile or garage business?

A I don't know.

Q And when did you first meet Mr. C. Hooke?

A It would only happen when I joined the company, not before.

Q And when did you first meet Mr. A. J. Hooke?

A At the time that I was advised by Mr. Maynard, the Attorney-General at that Provincial Government, that he thought that the Department of Economic Affairs is where I should go.

Q You had been discussing this with Sherritt Gordon and Canadian Celanese before you went to the Government, or after?

A I think there was some discussion before, and I know there was considerable after.

Q Well, did your source of information concerning these two companies and their projected plans come from the Government or from your own investigations?

A From my own investigations.

Q Can I just get straight the pattern? In 1950 you first started discussing Ideal Homes with the two Hooke's and Mr. Spady; is that what you told us?

A I can't swear, Mr. Gill, as to the exact date. I know -- I



3-M-4

J. H. Campbell - Gill Ex.

A (Cont.) do believe it was in the early summer, but I don't think there was much discussion previous to it nor at an earlier date, no.

Q They came to you first?

A Yes.

Q In the form of Ideal Homes?

A Yes.

Q And that was sometime in 1950?

A Either late '50 or early '51; I'm not positive.

Q Do you have any records of your joining Ideal Homes?

A Only from the Minutes of Ideal Homes.

Q Have you those Minutes?

A Can be obtained, sir.

Q Will you please bring them?

A Yes, I will.

Q Thank you; and it was due to your association with the Hookes and Mr. Spady and Ideal Homes, that you went to see Mr. Coombs, was it?

A I did not go to see Mr. Coombs.

Q I see. Did you know Mr. Coombs --- did you know that Mr. Hooke and Mr. Spady went to see Mr. Coombs?

A No, I did not.

Q Had you ever heard of Mr. Coombs before?

A Only when he came in to Ideal Homes to sell lumber.

Q You didn't attend at the planing mill of Mr. Coombs, and approach him to sell lumber to the Celanese Plant?

A I don't know where Mr. Coombs' planing mill is or was.



3-M-5

J. H. Campbell - Gill Ex.

Q You were never there?

A I was never there.

Q But Ideal Homes did buy lumber from him?

A Yes.

Q And gave him an exclusive contract to supply lumber?

A Not to my knowledge.

Q What type of contract do you say Ideal Homes gave him?

A None.

Q When was this done?

A '51, I do believe.

Q You're shrugging your shoulders. Are you not sure?

A No, I'm not positive. I think it was '51.

Q Could it have been 1950?

A I do not think so.

Q At that time Mr. Hooke was the -- a Minister of the Crown for the Province of Alberta, to your knowledge?

A Yes, I believe so.

Q And then, as a result of your association with Mr. A. J. Hooke in Ideal Homes, you approached him concerning other matters, did you?

A No.

Q I see. Well, would you just explain to the Commissioner -- I'm not quite certain -- which came first? Ideal Homes or your interview with Mr. Maynard and then with Mr. A. J. Hooke?

A The interview with Mr. Maynard and seeing Mr. --- being sent to Mr. Hooke's office was before I joined Ideal Homes.



3-M-6

J.H. Campbell - Gill Ex.

Q I see, and did you discuss then the matter of the Celanese projected plant and the Sherritt Gordon projected fertilizer plant -- you discussed that with Mr. A. J. Hooke?

A I believe it was mentioned, and that I had certain housing thoughts upon it that I had had these thoughts previous, and that if I joined Ideal Homes that this would be entirely my own.

Q But you were to join Ideal Homes as what? A builder or a developer?

A As manager of the prefabrication of houses and the building of homes.

Q How long had Ideal Homes been in existence before you joined that company?

A I don't know, sir.

Q You didn't check it?

A No, I didn't check.

Q I see. What was your salary as manager of Ideal Homes Ltd.? Your starting salary?

A It seems to me that -- I don't know.

Q Did you get one?

A Yes sir, I got one, all right; I would have to check and look it up -- you may not believe it, but I do not know.

Q Well, I would like you to check it, Mr. Campbell.

A Yes.

Q And what did you pay for the shares in Ideal Homes Ltd.?

A I think they were a dollar a share.

Q How many did you buy?



3-M-7

J. H. Campbell - Gill Ex.

A Three thousand, I think; let me think -- I can't state that as a fact.

Q How many total shares were issued in Ideal Homes, at the time you joined that company?

A I don't recollect.

Q Who was the president of the company, do you recall?

A I think Mr. Hooke was, but I would have to refer to the Minutes when I produce them for you.

Q I take it you went in to see Mr. A. J. Hooke on the forwarding of Mr. Maynard who was then Attorney-General, is that correct?

A Correct.

Q And you came out of that meeting as an employee, manager, shareholder and director of Ideal Homes, eventually?

A I think you are confusing two issues. I went to see Mr. Hooke on the advice of Mr. Maynard, as he was Minister of Economic Affairs, and I was interested in a housing development or a townsite.

Q You told him this?

A I didn't have to tell him that; he was the Minister of Economic Affairs and it was the advice that was given.

Q And he was also building houses in the name of Ideal Homes?

A This I did not know.

Q When did you find that out?

A After the -- after he approached me at some later date to -- if I would like to join Ideal Homes.

Q How long from the time you first met Mr. Hooke until the time



3-M-8

J. H. Campbell - Gill Ex.

Q (Cont.) you joined Ideal Homes?

A I don't know.

Q Was it a month or two months or a week?

A Longer than that -- I would think a period of six months or more, but I could check it up for you.

Q Will you do that for us, Mr. Campbell?

A Yes, I will.

Q And how long did you remain the manager of Ideal Homes Ltd.?

A Still am.

Q You still are?

A That's right.

Q Are you still a shareholder of that company?

A Yes.

Q And a director?

A Yes sir.

Q And what capacity do you hold now?

A Manager.

Q Are you president of the company?

A I don't think so.

Q Yes?

A I beg pardon?

Q Who is?

A I don't know; I will have to refer to this stuff -- .

Q Even today, in 1967, you don't know who the president of the company is?

A No, I don't.

Q Is the company still in existence?



3-M-9

J. H. Campbell - Gill Ex.

A It is in existence, but inactive.

Q Who were the shareholders other than yourself as at this date?

A Harry Spady, Chris Hooke and John H. Campbell.

Q That being yourself?

A Yes.

Q When did Mr. A. J. Hooke leave that company?

A I think it was '53, but I'm not positive.

Q Whom did he sell his shares to?

A I don't know --- I don't know.

Q You don't know?

A I really don't, no, not by recollection.

Q Do you now hold any of those shares as the trustee for A. J. Hooke?

A I hold shares -- trustee? No.

Q Have you ever held any shares in Ideal Homes for A. J. Hooke as trustee -- not disclosed on the records, you just holding them for him?

A No, not to my knowledge.

Q And Ideal Homes continued in the active building trade from the time you took over as manager until when?

A I think it was '53, but I can't commit myself until we produce those Minutes.

Q Why did Ideal Homes go out of the home-building business?

A Due to difficulties mainly with the, I would say, obtaining of a site from the City of Edmonton.

Q I see; where did you want this site?



3-M-10

J. H. Campbell - Gill Ex.

MR. CLEMENT:

Mr. Commissioner, this is the aspect of Mr. Campbell's testimony that I thought it would be more convenient to deal with at a later date.

MR. GILL:

Oh, I wonder if we could have that from Mr. Campbell? That's why I asked him the question, I was hoping he would tie it in. I presume that it is this other one, but I think it should come from the witness. Where was this site, Mr. Campbell?

A

We were renting property from the City of Edmonton, on a lease basis, which, if my memory serves me right, I think -- it was upon asking for a renewal of the lease that there was some difficulty in how long we could obtain it, and what the conditions were.

Q

Is this the matter that gave rise to a near lawsuit between Mr. A. J. Hooke and/or Ideal Homes Ltd., against the City of Edmonton?

A

I believe so.

Q It's not something else, not another site or location?

A I would say it was the whole thing together. I do not know.

Q Now, what was the arrangement between Ideal Homes Ltd. and Canadian Celanese concerning a supply of lumber?

A

At a given price.

Q

Was there a contract?

A

I don't recollect of one, Mr. Gill. I think it was strictly a verbal --- purchasing agent, and that of allowing the lumber to be continuing to be supplied as satisfactory, that -- at an established price, that this was it.



3-M-11

J. H. Campbell - Gill Ex.

Q Who made the contract between Canadian Celanese and Ideal Homes?

A There was no contract.

Q Who made the verbal arrangement?

A I think I did.

Q With whom did you make it in the Celanese company?

A Various people were concerned; it was the Brown and Root Company Ltd. who were supplying the building and everything else, and therefore purchasing the lumber and that, and it was with the purchasing agent, and I do believe it was one of the head foremen, the foreman of the contract -- Mr. Snow.

Q When were these arrangements first made between Ideal Homes and the Celanese company? You are putting your hands apart --.

A '51, sometime.

Q And you were the person doing them?

A Yes.

Q Did Mr. A. J. Hooke make any of the arrangements?

A None.

Q Was this before the Celanese plant was started?

A No.

Q It was after the Celanese plant was started?

A Yes.

Q Had it been announced publicly that the Celanese plant would be built?

A I do believe -- I'm not positive, but I do believe, because I don't remember the date it was announced.

Q But that would be before the Celanese plant was publicly



3-M-12

J. H. Campbell - Gill Ex.

Q (Cont) announced?

A No, because, for one reason, we had no --- with the Celanese plant -- it was the contractor was Brown and Root, so Brown and Root wouldn't be on the ground until long after it had been announced, would they?

Q I don't know, Mr. Campbell. How did you know to go to Brown and Root then?

A A very simple matter that any person building a big building or big plant would announce who the contractor was.

Q When was that done, do you know?

A '51, I guess -- I don't know -- please -- .

THE COMMISSIONER: I think that would be a good point to adjourn. We will adjourn until tomorrow morning at nine o'clock.

(Proceedings adjourned.)





